United States Court of Appeals

for the Second Circuit

APPENDIX

ONLY COPY AVAILABLE

No. 74-2385

United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

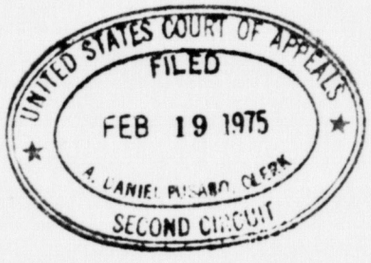
v.

CHARLES PERRELLA AND GERALD KATZ,
CO-PARTNERS, d/b/a CHARLES PERRELLA
RING COMPANY,

Respondent.

On Application for Enforcement of an Order of
The National Labor Relations Board

APPENDIX



ELLIOTT MOORE,
Deputy Associate General Counsel,
National Labor Relations Board.
Washington, D.C. 20570

ABS DUPLICATORS, INC.–1732 Eye Street, N.W.–Washington, D.C. –298-5537

ONLY COPY AVAILABLE

PAGINATION AS IN ORIGINAL COPY

INDEX

	App. Page
CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES	1
DECISION, dated January 23, 1974	2
NOTICE, dated July 25, 1973	36
DECISION AND ORDER, dated August 26, 1974	37
APPENDIX, Notice to Employees	40

	Tr. Page	App. Page
EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS, dated Tuesday, September 18, 1973	1	42
Witnesses:		
Raimundo Bonilla		
Direct	11	46
Voir Dire	27	54
Direct (cont'd)	43	54
Cross	87	60
EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS, dated Wednesday, September 19, 1973	150	64
Witnesses:		
Jose Rodriguez		
Direct	154	64
Voir Dire	174	70
Direct (cont'd)	188	71-A
Cross	204	77
Edgardo Rivera		
Direct	219	82
Cross	232	87

	Tr. Page	App. Page
EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS, dated Wednesday, September 19, 1973 (continued)		
Witnesses: (continued)		
Vasilios Petridis		
Direct	243	91
Cross	258	97
Redirect	274	102
Louis Herman		
Direct	276	103
Cross	301	116
Charles Perrella		
Cross	359	123
J. Howard Katz		
Direct	376	126
Murray M. Keyes		
Direct	383	127
Cross	391	129-A
Gerald Katz		
Direct	417	132
Robert Seegull		
Direct	431	139
Cross	445	143
Redirect	497	161
Gerald Katz		
Further Direct	501	162
Cross	510	166
Recross	545	174
GENERAL COUNSEL'S EXHIBITS:		
No. 1(c) Complaint and Notice of Hearing, dated July 25, 1973		176
No. 1(e) Answer of Respondents		184

App. Page

GENERAL COUNSEL'S EXHIBITS: (continued)

No. 2 Payroll list of Employees 185

No. 3 List of employees and addresses 186

No. 4 Union Authorization Cards 187

BOARD EXHIBITS:

No. 1-A Petition, dated March 12, 1973 191

No. 1-B Decision and Direction of Election, dated April 4, 1973 192

No. 1-D Objections to the Conduct of the Election and to Conduct Affecting the Results of the Election, dated May 4, 1973 194

RESPONDENT'S EXHIBITS:

No. R-1 Advertisement by Amalgamated Jewelry, Diamond and Watchcase Workers Union, Local No. 1 . . . . . .

JOINT EXHIBITS:

No. 1 Time Sheet with list of hours and days worked by Jose Rodrigues and Edgardo Aviera 199

No. 3 List of hours of employees per week from 1/1/73 to 2/20/73 205

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

CHARLES PERRELLA AND GERALD KATZ, Co-partners d/b/a CHARLES PERRELLA RING COMPANY	:	
and	:	Cases 2-CA-12970 2-RC-16077
AMALGAMATED JEWELRY, DIAMOND AND WATCHCASE WORKERS UNION, LOCAL NO. 1, INTERNATIONAL JEWELRY WORKERS UNION, AFL-CIO	:	

CHRONOLOGICAL LIST OF RELEVANT DOCKET ENTRIES

In the Matter of: Charles Perrella & Gerald Katz, Co-Partners, d/b/a Charles Perrella Ring Company

Case Nos.: 2-CA-12970 & 2-RC-16077

DATE	
1973	
May 4	Charge filed
July 25	Complaint and Notice of Hearing, dated
July 25	Order Consolidating Cases and Notice of Hearing, dated
July 31	Respondent's Answer, dated
August 6	Respondent's request that hearing be postponed, received
August 10	Order Rescheduling Hearing, dated
September 18	Hearing opened
September 20	Hearing closed
1974	
January 23	Administrative Law Judge's Decision issued
March 11	Respondent's Exceptions to the Decision of the Administrative Law Judge, received

DATE	
1974	
March 11	General Counsel's Statement of Exception to the Administrative Law Judge's Decision, received
August 26	Decision and Order issued by the National Labor Relations Board

DECISION

Statement of the Case

JOHN M. DYER, Administrative Law Judge: On May 4, 1973[1] the Amalgamated Jewelry, Diamond and Watchcase Workers Union Local No. 1, International Jewelry Workers Union, AFL-CIO, herein called the Union, filed a charge alleging that violations of Section 8(a)(1), (3), (4) and (5) had been committed by Charles Perrella and Gerald Katz, Co-partners d/b/a Charles Perrella Ring Company, herein called Respondent or the Company.

On March 12 the Union filed a petition in Case 2-RC-16077 seeking an election and following a hearing held on March 27, and a Decision and Direction of Election on April 4, an election of Respondent's employees was held on May 1 in a unit of "all production employees, including jewelers, polishers, lappers, washout room employees and setters, but excluding all other employees, including nonmanufacturing inspectors, office clerical employees, guards, watchmen and supervisors as defined in the Act." Of the approximate 20 eligible voters, 5 cast ballots for the Union and 13 against. The Union filed timely objections to the conduct of the election and to conduct affecting the results of the election.

---

[1]Unless otherwise stated all events herein took place during 1973.

On July 26 the Regional Director of Region 2 issued a Complaint and Notice of Hearing in which it was alleged that Respondent had violated Sections 8(a)(3) and (1) of the Act by discharging Jose Rodriguez on March 28 and by laying off Edgardo Rivera on March 20 and 8(a)(1) by making promises and granting wage increases, increasing insurance benefits, threatening a reduction in benefits and by these various acts and by refusing to recognize and bargain with the Union, Respondent violated Section 8(a)(5) of the Act. On the same date the Regional Director issued an Order Consolidating Cases and a Notice of Hearing in which after detailing the Objections to the Election filed by the Union, stated that a number of said objections referred to the same issues raised in the Complaint and accordingly consolidated in the Cases.

Respondent in its July 31 Answer admitted the commerce and jurisdictional allegations, the status of the Union, that Perrella and Katz were the copartners and agents of Respondent and that the unit set forth above constituted a unit appropriate for the purposes of collective bargaining within the meaning of the Act. Respondent also admitted its layoff of Edgardo Rivera on March 20 and its discharge of Jose Rodriguez on March 28. The operative facts and dates concerning the filing and processing of Case 2-RC-16077 were also admitted. Respondent denied the other allegations of the complaint and in particular that it had in any way violated the Act.

As to Union's objection No. 4, which alleged that Respondent had held a meeting of its employees within 24 hours of the election, the evidence demonstrated and Respondent admitted that it had held such a meeting within the 24 hour period. With this violation of the

Board's 24 hour rule and on the basis of other findings made herein I will recommend that the election held on May 1 be set aside.

A number of the facts in this case are not controverted but there are two or three areas in which there is a flat contradiction between the parties. There are other facts which can assist in the resolution of these questions, however it is not necessary to make credibility findings in order to resolve certain issues in this case. If it were necessary the scales would tilt against the testimony given by Charles Perrella.

I have concluded that Respondent violated Section 8(a)(1), (3) and (5) of the Act, but will dismiss those allegations concerning the lost merchandise. As to the other allegations I will recommend that Rivera and Rodriguez be reinstated and reimbursed and Respondent be ordered to bargain with the Union and an appropriate notice posted.

All parties were afforded full opportunity to appear, to examine and cross-examine witnesses, and to argue orally. General Counsel and Respondent have filed briefs which have been carefully considered.

Upon the entire record in the case, including my evaluation of the reliability of the witnesses based on the evidence received and my observation of their demeanor, and on the fact that some portions of the evidence were not denied or explained, I make the following:

Findings of Facts

1. The Business of the Respondent and the Labor Organization Involved

Respondent is a copartnership of Charles Perrella and Gerald Katz located in New York City where it is engaged under the trade name of Charles Perrella Ring Company in the manufacture, assembly, sale and distribution of ring mountings for the jewelry industry.

During the past year Respondent manufactured, assembled, sold and distributed products valued in excess of $50,000 which were shipped in interstate commerce directly to States other than the state of New York.

Respondent is and has been at all times material herein engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

Respondent admits and I find that the Union herein is a labor organization within the meaning of Section 2(5) of the Act.

II. The Unfair Labor Practices

A. Background and Undisputed Facts

Respondent is located on 47th Street in Manhattan a few blocks from the Union office. Around January 1, some inquiry was made of the Union by Respondent employees concerning unionization. Nothing further was heard until around March 1, when Jose Rodriguez and Raimundo Bonilla went to the Union office where they talked with Louis Herman, the Union's financial secretary-treasurer of the Union. He talked to them about getting a majority of employees committed to the union befor seeking recognition and gave them authorization cards[2] to distribute to fellow employees.

---

[2]The authorization card has wording on both sides in English and Spanish. On one side it gives the Union's name and in bold print states Application for Membership and then has spaces for the name and address of the individual, his company's name, his occupation, when he was hired, his wages and social security number and date of birth. There is also space for initiation fee, reinstatement fee, etc., and a space entitled "Signature of Applicant." On the reverse side under the Union's name are two paragraphs in English and in Spanish which authorize and designate the Union to negotiate and conclude agreements as to hours, wages and working conditions for the signatory who agrees he will not enter into individual or private agreements to do subcontracting or homework. The second paragraph states that the application for membership if accepted the individual agrees to abide by the constitution and by-law of the Union. There is a space at the bottom for

Between March 1 and March 9 Bonilla and Rodriguez gave these union authorization cards to most of Respondent's employees. A union meeting was held during that period and by March 9 the cards were signed on both sides by some 17 employees. One of the cardsigners was an inspector, who following the unit decision in the Decision and Direction of Election noted above, was specifically excluded from the bargaining unit. The Union estimated when it filed the petition, that some 24 employees were in the appropriate unit. When the employer prepared a list of the employees pursuant to the Excelisor doctrine it included 23 names, one of whom was the inspector referred to above. Thus there were 22 employees according to Respondent and the Union who were in the unit at the time of the election of which number 16 had signed union authorization cards on or before March 9.

Respondent did not question the genuiness of any of these cards.

On March 9, Union financial secretary-treasurer Herman who had the 17 cards in his possession went to the Respondent's shop about noon and conferred with the copartners Charles Perrella and Gerald Katz. He testified and Katz agreed that he told them the Union represented a substantial majority of their employees and produced the bundle of cards from his pocket. When they indicated they would like to see them, he said he would not show them the cards but that there were procedures they could go through if they doubted him; that they could have an informal election in the shop or he could file a petition with the NLRB for a formal election. Herman testified that because of the possibility of reprisals he never permits a company to view the

---

[2](continued) a signature entitled applicant and for the date. The intent and purpose of these authorization cards is clear and capable of no ambiguity.

authorization cards unless everyone in the shop has signed a card. Katz said that if the men really wanted an election they wouldn't have to go to the NLRB that they could have an informal election in the shop. They then talked about the Union contract and Herman said he did not have a copy with him but would go back to the Union office and bring a copy back later that afternoon. Herman left and returned about 3:30 p.m. with a copy of the 1972 contract and of the Union's hospitalization program. He told Katz and Perrella the changes which had been made in the 1972 contract, in the negotiations recently concluded by the Union with a number of the people in the industry. Katz and Perrella said they would like an opportunity to study it and would get back to him on Monday. Herman told Katz that he would be filing for an election with the NLRB and that if the Company decided they wanted an informal election it would be no problem for him to call the NLRB and cancel any election the Board would set up. Herman testified that when he returned to the office he filled out a petition form, had the union authorization cards alphabetized and the names placed on a sheet of paper and sent the required documents to the NLRB by registered mail. NLRB Region 2 received the petition and the cards and time stamped them on Monday morning March 12.

Foreman Robert Seegull testified that in February prior to the Union demand he told each of the employees after being told to do so by Katz and Perrella that they were going to receive a $10 raise. He stated that his first knowledge of the union organization occurred on Friday, March 9 when Louis Herman came to the shop. He testified that after lunch he spoke to the men and asked who wanted a union and who didn't and got enough concrete answers to show that the men had signed the union cards. According to Seegull, Perrella, Katz and he were

dumbfounded that so many employees wanted a union when they had thought they had a happy shop. Seegull admitted telling some of the employees that with the Union they might get a salary increase but would lose most of it since union shops only worked 35 hours a week. He also testified that he spoke to the employees after Katz and Perrella told him to tell the employees that the wage raise he had mentioned to them in February was now rescinded. He said that Katz and Perrella said that business was not too good and that it was because of the Union. He admitted he might have stated this to the employees too. Seegull admitted that he spoke individually to all the employees because he wanted to make sure who had signed and who had not since he had not seen them sign the cards. In each instance he asked if they had signed union cards. He gave the results of his conversations to Gerald Katz but felt this was the following week and not on Friday, March 9. Seegull remembered the names of the six who had not signed union cards and those six he recommended for a raise which they received about a week later.

A meeting of all the shop employees was held around 4 p.m. on Friday, March 9 by Seegull. There had been talk of an informal election but the Company decided not to hold one on Friday. On Monday, March 12, by which time Seegull was sure he had conducted his poll and told Katz that 16 of the 22 employees had signed union cards, Katz said they would not have an informal election, but would let the NLRB take care of it.

It is also undisputed that some 11 days prior to the date of the Union election on May 1, the Company granted raises to all of its employees including the six who had previously received raises.

Mr. Katz testified that on the afternoon of Friday, March 9 when Herman returned to them with the contracts, there was a discussion in regard to wage increases. Katz testified that he told Herman that a wage increase had already been granted but had not gone into effect yet because they were in a period when business was kind of slow and they couldn't push things too fast.

B. Majority Status

Respondent raises no question as to the genuiness or authenticity of the union authorization cards, but argues that the authorization cards were used only for the purpose of obtaining an election and not as true authorization cards, and as such they cannot serve as the basis of establishing a majority for the Union. Respondent's brief states that no demand for recognition was made, apparently not believing that the conversations between Louis Herman and Katz and Perrella on March 9 amounted to a demand. It is clear from Herman's testimony as corroborated by Katz that he claimed to represent a majority of the employees requested recognition by Respondent and wanted to engage in negotiations, offering to prove his majority not by showing Respondent the cards but through the process of an election, either informal or Board conducted.

Respondent bases its position on the fact that the cards were not offered to Respondent for its inspection of proof of majority and on Herman's offering to go to an informal or Board election. Respondent obtained some testimony that its employees were told by Herman that the Union became recognized by companies usually though an election. Herman testified that he never showed authorization cards to a company unless he had everyone in the shop signed up since he feared some

companies might indulge in reprisals. Another precept of his organizing was that Herman did not file a Board petition unless he had about 75 percent of the unit signed up since with the advent of a company campaign there might be some attrition, but with 75 percent signed, enough usually remained committed the Union to win an election.

Respondent's position that there was no demand must fall in view of the clear testimony of Herman that he told Katz and Perella that he had a substantial majority of their employees signed up and wanted Respondent to recognize the Union and bargain. Katz's testimony confirms that Herman claimed to have a majority and that Herman brought them some union contracts. Seegull's testimony (which I credit) that he determined by questioning the employees that a majority had signed union authorization cards, and so informed Katz is contradicted by Katz who says that Seegull told him that only a small number of employees were definitely for the Union.

Respondent argues that since the employees were told that recognition would be sought through an election, that changed the purpose of the cards and that they are not proof of a union majority, but only that employees wanted an election.

However, there is no credible testimony that employees were told that the cards were to be signed to get an election or that they did not understand the language of the cards.

The union authorization cards, as shown above, are clear and unambiguous. The question of how to obtain recognition is a matter of tactics and Herman telling the employees how he would seek recognition does not vitiate the bona fides of the authorization cards.

Indeed, the discrimination that Herman sought to prevent, occurred nevertheless in this case because Respondent having unlawfully interrogated the employees as to their card signing punished the card-signers by withholding wages and rewarded the others with raises.

Accordingly, I find that a demand for recognition was made, and refused by Respondent on March 9 and the demand was supported by a majority of the employees then currently in the appropriate unit. I find that 16 of the employees had authorized the Union to act as their collective-bargaining representative out of a unit of 22 employees who were listed on Respondent's Excelisor listing of eligible unit employees.

Respondent contended that the unit should be enlarged by employee Leah Bernat. In support of its position, Katz testified that Bernat is directly responsible to Foreman Seegull and his assistant Cernilli, punches a timeclock and performs part of the work in the shop. According to Katz her job is to receive merchandise at a station located in one corner of the office, she then opens and examines it, enters it into a book, places the merchandise in proper order for processing with any instructions that came with it, takes it back into the factory section and there uses the scale to see if the weight is correct. She then turns it over to the foreman and performs no work on the merchandise itself. After work has been performed the merchandise is given to her for shipping.

Respondent contends that as the first and last person in the production process, she should be included in the unit.

Under the terms of the unit as set forth in the Decision and Direction of Election, Bernat should be excluded from the unit. In

the unit description production employees including jewelers, polishers, lathers, washout room employees and setters form the unit and all other employees including nonmanufacturing inspectors, office clerical employees, guards, watchmen and supervisors are excluded. The language is clear that the unit is meant to embrace only the people who actually do production work on the merchandise itself. For instance, the nonmanufacturing inspectors, the people who would be inspecting the merchandise as it was being processed are specifically excluded and their jobs would be more closely aligned to the production process than would Bernat's job. Bernat's position is excluded under the term all other employees if she is not considered as an office clerical.

In summary as of March 9, the date of the Union's demand and the refusal by Respondent to recognize the Union there were 22 employees in the appropriate unit of whom 16 had signed unambiguous authorization cards designating the Union as their collective-bargaining agent. Therefore the Union represented a majority of Respondent's employees in an appropriate unit on March 9 and thereafter.

C. Raises and Insurance

In regard to the raises, the Company maintains that it did not violate the Act after the Union's demand by withholding raises at one time and granting raises later. Respondent while admitting that Robert Seegull is a foreman, denies that he is an agent of Respondent. Seegull is Respondent's only foreman and according to Katz has an assistant, Cernilli. There are occasions such as March 27, when according to Seegull he was the only supervisor at the plant. The Board has held innumerable times that a foreman is an agent of his employer and I so

hold here. There is no disavowal by Respondent of any acts or words of Seegull and Respondent must be held accountable for his deeds.

In regard to the raises, Seegull testified that in February following the directions of Katz and Perrella he told each of the employees that they would get a $10 raise. On Friday, March 9, following the visits of Union representative Herman he was directed by Katz and Perrella to tell the men that these raises were being rescinded because of the Union and because business was not too good right then. As stated above, Seegull so informed the employees. On the following Tuesday, March 13, raises were given to the six employees who had not signed union cards (Leah Bernat was given a riase of 14 cents an hour on March 13 but was not given the raises on April 17 with the rest of the employees). On April 17 raises of $10 to $20 were given to all the employees including the six who had previously received raises on March 13.

Respondent claimed it gave this first raises to the employees who were the most highly skilled and therefore most in demand and who were most crucial to the employer's success. The raises were given to model makers, setters and a jeweler, but there were three other jewelers employed at the same time who were not given raises and who were being paid as much or more than Longobardi the jeweler who was given the raise on March 13. Moreover the odds would appear to be astronomical that the employer could pick 6 out of 22 people to receive raises as most deserving, and the 6 having been the identical ones who did not sign union authorization cards. Foreman Seegull testified specifically that he knew who had not signed union cards, and it was he who recommended the raises which were granted to those

employees. These raises coming 2 working days after all the employees were told the raises were not being given because of the Union, clearly demonstrates the purpose of the raises.

This Respondent explanation conflicts with its other explanations. Respondent claims that it rescinded the raises on March 9 because business was slow and 2 workdays later gives out raises to 6 employees would have increased its expenses by $60 per week. A week after that it laid off Edgardo Rivera because it claimed business was slow and way down but yet a few weeks later it granted $10 to $20 raises to all its employees shortly before the union election.

The only logical explanation of the convoluted course of raises is that Respondent first sought to punish its employees by telling them it would not grant any raises because of their newfound allegiance to the Union, then rewarded the six employees who had not signed union authorization cards. Finally, it decided that honey might work best before the election and granted raises to all the employees. This course of action is in keeping with a leaflet which Respondent put out to its employees prior to the election in which it stated "The Company guarantees each and every employee higher wages than those provided for under the union wage schedule." Respondent as Katz admitted did not have any consistent pattern in granting blanket or individual wage raises, and here certainly the only pattern discernible is improper and unlawful.

Respondent's explanation of its actions is inconsistent and not borne out by the facts. The Supreme Court in N.L.R.B. v. Exchange Parts Co., 375 U.S. 405 the "danger inherent in well timed increases and benefits is the suggestion of the fist inside the velvet glove.

Employees are not likely to miss the inference that the source of benefits now conferred was also the source from which future benefits must flow and which may dry up if it is not obliged." In this case the fist was outside the glove and its presence was rather apparent to all.

An insurance broker Murray M. Keys testified that he had Respondent as a customer for some 10 to 11 years and had a small hospitalization program and a life insurance polity covering Respondent's employees. Both he and Katz testified they had discussed changing the policies and upgrading the hospitalization for sometime prior to March 1973. Katz testified that a number of the employees, whose wives had Blue Cross health insurance, or who had individual policies themselves, had showed the policies and had told him that it was better than the policy Respondent had. Keys testified that Katz had told him that he tought the employees would prefer Blue Cross and asked him to see if he could come up with something that would match Blue Cross or be better. He testified that he was unable to do so and finally in March at a meeting Katz and Perrella told him to go ahead with the Blue Cross-Blue Shield and arrange to bring it in. Keys stated that at that time he persuaded the Company to raise the life insurance policy so he wouldn't lose out completely on his commissions. (I should note that this occurred after the union demand and after Respondent had received a copy of the Union's hospitalization plan). After completion of this arrangement, Keys entered the factory and spoke to each of the men individually telling them that a Blue Cross-Blue Shield plan was going to be put into effect and that their life insurance was going to be increased.

Raimundo Bonilla testified that around March 23 an insurance agent came into the plant and spoke to the employees individually telling them that they would be getting better insurance and that the Blue Shield-Blue Cross plan would be put in. Bonilla further testified that 1 or 2 days before the election the same man came back into the plant and told the employees individually that the insurance Mr. Katz was going to give them was far better coverage than that offered by the Union. Keys did not recall speaking to the employees more than one time, however Gerald Katz testified that Keys was a man who was impossible to keep out of the shop and referring to the first occasion, Keys went right into the shop as he always did.

I credit Bonilla that insurance agent Keys spoke to the shop employees individually on at least two occasions, on the first announcing that Respondent was going to put in better insurance and the Blue Cross-Blue Shield program and on a second occasion, just prior to the election, telling the employees that the insurance to be provided for them by Respondent was better than what they could get from the Union.

Respondent defends its action in putting in the insurance program at this particular time on the basis that the decision to put this program into effect was merely the culmination of discussions over a period of months as to what should be done regarding Respondent's insurance program for its employees. Respondent in effect states that it had a plan to upgrade the employees' insurance prior to the advent of the Union and the fact that it finally directed the insurance broker to do it at this particular time is only the termination of a preconceived plan. Respondent does not claim that

its employees knew it was attempting to upgrade their insurance coverage prior to the advent of the Union.

Again we have a question of timing. Respondent presumably could have made this decision at any time up until the time it finally did so. Here the decision was made to give a benefit to the employees some 2 weeks after the union demand. There is no pattern to the conversations or negotiations that preceded this decision and no compelling reason why the decision and announcement were made right then except for the obvious reason of influencing the employees concerning the Union. This is a repeat of the wage raise tactics and it is further emphasized by Keys later telling the employees that Respondent's insurance program was better than what the Union could give them.

The granting of these benefits and the announcement to the employees was clearly authorized by the Respondent in permitting Keys to do so, and is I find, a violation of Section 8(a)(1) of the Act in that it is a grant of benefits to the employees with the obvious intent and purpose to persuade them that their future lays best with Respondent rather than with the Union.

D. The Layoff of Edgardo Rivera

Edgardo Rivera is the son-in-law of Jose Rodriguez, one of the two principal union proponents in this case. Rivera started to work for Respondent in September 1969 and worked as a delivery boy until the fall of 1972, when Respondent promoted him to the washout room where he plated and washed rings. From an initial salary of $70 per week he had received raises to $110 per week when he was laid off March 20. He signed a union authorization card for Bonilla at the beginning of the organizational campaign.

On Friday, March 9 after union agent Herman's visit, Foreman Seegull asked if he knew about the Union and he replied yes. Later that day Seegull came back and asked if he had signed a union card and he replied that he had. That evening just before they were leaving work Seegull told all the employees that if they wanted a union they could have it, but that they would lose money because the Union only allowed them to work 35 hours a week and the raise that he had spoken to them about in February was not going to be given.

On March 20 foreman Seegull told him he was being laid off because he didn't have any work for him. Rivera asked when he would be called back and Seegull replied he didn't know, that their work was a little slow. Rivera testified that work had been slow at other times but this is the first time he had ever been laid off. On other occasions when work was slow Rivera was either used as a utility boy or filed rings. It is uncontradicted that a delivery boy who was hired after him remained in the Company's employ after Rivera's layoff. Rivera was the only employee laid off although Respondent claimed that some jewelers who left were not replaced.

Foreman Seegull said that he had promoted Rivera from delivery boy to the washout room and had given him a raise and Rivera's work was satisfactory. Although first testifying that the decision to layoff Rivera was a mutual one between Katz and himself, Seegull later testified that Katz and Perrella made that decision and allowed him no discretion. Neither Katz or Perrella said anything about Rivers's work or efficiency but merely told him to layoff Rivera because things had slowed up a bit and they wanted to tighten up everything.

Respondent thereafter moved Rodriguez to the washout room to perform Rivera's work but continued to pay him the higher rate of his other job. When the delivery boy left, Respondent hired seriatim two more delivery boys but never contacted Rivera. Seegull helped Rivera to get a job at another company. Rivera admitted that Seegull had mentioned his abseentee record in February but nothing in that regard was mentioned when he was laid off.

Respondent asserts that Rivera's skill level was low, that he did menial work and was a logical choice for layoff because of the depressed business conditions which had been brought about by the high price of gold. Respondent's brief after mentioning these things notes that Rivera was easy to replace.

General Counsel maintains that Rivera's layoff violated Section 8(a)(3) and (1) of the Act because it had the intent and purpose of discouraging union membership. This conclusion is predicated on Rivera's known union adherence, his relationship to Rodriguez, one of the two union proponents, that a delivery boy with less seniority was retained and that Respondent hired at least two delivery boy replacements who would have had less skill and been paid less than Rivera and some four other employees who were paid more than Rivera's rate, but never sought to recall Rivera. Further Respondent granted the raises referred to above. General Counsel concludes that Rivera's layoff could not have been for the asserted economic reasons in the light of these facts, but was designed to rid itself of a union supporter it could afford to lose and serve as a warning to other employees.

I must agree with the General Counsel. If Rivera had been laid off solely for economic reasons, he would have been recalled rather than new inexperienced help being hired. That is the nature of a layoff. Respondent while calling this a layoff, defends it as a discharge by mentioning Rivera's absentee record and the ease of replacement, while ignoring the fact that the immediate supervisor Seegull was not consulted in this selection. Respondent claims it had no animus towards Rivera and that Seegull's helping Rivera get another job demonstrates that. However Seegull's lack of personal animus in helping Rivera would indicate that he felt Rivera was a good worker and shows only Seegull's state of mind, not that of Katz or Perrella. It was Katz and Perrella who determined to layoff Rivera, not Seegull. Respondent's animus towards the Union is amply demonstrated by the violations found above and which follow.

I therefore conclude and find that Respondent violated Sections 8(a)(3) and (1) of the Act by laying off Edgardo Rivera on March 20, 1973 and not thereafter recalling him.

E. The Discharge of Jose Rodriguez

Jose Rodriguez worked for Respondent approximately 14 years until his discharge on March 28. During the first part of his employment Rodriguez had problems with asthma and was off for long periods of time. Throughout his employment with Respondent he did not work a consistent 40 hour workweek. Respondent's records show that other employees similarly did not work full workweeks.

In January, Foreman Seegull after talking to Katz told Rodriguez he would be laid off because of his poor work record. Rodriguez talked to Katz and Perrella and they decided to retain him with

Rodriguez apparently promising to do better. His work record did not improve greatly but it was better than some of the other employees. On March 27 while at work around 11:30 a.m. he received a message to come to the office for a telephone call. Rodriguez testified that when he got to the office Union Agent Herman was on the phone and told him to come down to the NLRB hearing that he needed him, and to ask permission of his boss or foreman to leave. Herman gave him directions and the address which Rodriguez wrote on a piece of paper since he had never been to the NLRB office. Rodriguez testified that he showed the piece of paper to Seegull and told him they needed him at the hearing. Seegull told him to ask permission of Perrella. Rodriguez testified that he told Perrella that they needed him at the hearing, showed him the piece of paper and that Perrella said okay Jose and he left after punching out. Rodriguez got lost and didn't find his way to the hearing and returned to the plant about 2:00 or 2:30 p.m. and punched in. He worked the rest of that day and all day March 28. Around 4:20 p.m. Seegull came into the washroom and said he had bad news for him, that Mr. Katz didn't want him any more. He asked why and Seegull said it was because of the union meeting. When he left Rodriguez went by the union office and reported this to Mr. Herman.

Respondent claims that Rodriguez could not have gotten permission from Perrella on March 27 since Perrella was out sick that day. Respondent offered testimony from Seegull, Gerald Katz, his son and a Respondent employee J. Howard Katz and Perrella that Perrella did not go to the shop that entire day due to illness. Howard Katz testified that he received a telephone call for Rodriguez and called

Foreman Seegull to the phone. Seegull testified that after answering the phone he sent for Rodriguez but did not hear the conversation between Rodriguez and the caller. After the telephone conversation Rodriguez told him that it was the Union and that they wanted him to come down to the meeting, that they needed him. Seegull recalled nothing further being said and that Rodriguez punched his timecard and left. Seegull admitted that he didn't stop Rodriguez or tell him he could not go, nor did he say anything about Rodriguez being fired if he left. He testified it is not general practice for employees to say they are going somewhere and just leave. Seegull said that he was in charge of the shop at that point, since Katz was at the hearing, and according to him Perrella was off sick. He admitted that he knew where Rodriguez was going.

Seegull testified that he told Katz that Rodriguez had taken time off to go down to the Union after the Union had called him. He said that Katz did not say anything at that time but that Katz and Perrella apparently talked it over and later Katz told him to let Rodriguez go, but did not tell him what to say to Rodriguez. He testified he knew the reason for the discharge was that Rodriguez had taken off the previous day. Later Seegull testified that the discharge could have been for other things such as Rodriguez' absenteeism record, etc., but said that this was the first time anybody had ever been fired at Respondent and that all the other employees who were no longer there had been laid off or had quit. When Seegull first discussed Rodriguez' March 27 absence with Katz, Katz told him it was an unauthorized absence and that Rodriguez should not have left without permission. Seegull testified that he told Rodriguez he was being discharged under the direct orders of Katz and Perrella.

As to his supervisory authority on March 27, and at other times since Perrella was not there, he was in direct charge of the shop, ran the shop and the office and had authority to discipline people, and authority to recommend discharge. He also testified that he passed on the ability of prospective employees and reported directly to Katz and Perrella. Respondent also disclosed that Seegull had an assistant foreman named Cernilli.

Union Agent Herman testified that on March 27 he was at the NLRB hearing and called the plant and asked Rodriguez to come down. He told Rodriguez to ask his foreman or employer for permission to come and get there as soon as he could. He gave Rodriguez the address and directions over the phone and Rodriguez had him wait while he got paper and pencil and wrote the address and directions. On the following day Rodriguez came by Herman's office and told him that Seegull had fired him stating it was because he had gone to the hearing the day before. He told Herman he had gotten lost and then went back to the plant and worked the rest of that day and all day March 28th. Herman testified that he then called Katz, and said that what Katz did was not proper and that he would be forced to file an objection and unfair labor practices if they did not put Rodriguez back to work. Katz said he had fired Rodriguez because Rodriguez had not put in a full week in 8 months. Herman said he understood Rodriguez had worked there for 14 years and his attendance record was no better or worse during that entire period, and that Seegull had told Rodriguez he was being discharged because he had come to the hearing and not because of any absentee problems. Katz said that Rodriguez had not gotten permission to leave and asked why Herman had not asked him at the hearing to have Rodriguez come down. Herman said he just had not

hearing to have Rodriguez come down. Herman said he just had not done it. Katz said Rodriguez had not gotten permission from Perrella to leave the plant and go to the hearing and then put Perrella on the phone. Herman testified that Perrella said Rodriguez came to him and said something he didn't quite understand, showed him a piece of paper, which Perrella did not look at, and left, but that he had not given Rodriguez permission to leave the plant, nor had he told him he couldn't leave.

Asked specifically why Rodriguez was let go, Perrella said it was because Rodriguez left the shop without permission and without notifying Katz or himself on March 27. On cross-examination Perrella was asked whether he had talked to Union agent Herman on March 28 and testified that the only time he spoke to Herman was when he came to the plant, and he did not recall speaking to Herman but let Katz do all the talking in regard to the discharge of Rodriguez and did not speak to Herman on the phone. To a question of whether Katz would say he was putting Perrella on the phone and not do so, Perrella said no but that sometimes people at the plant imitated his voice.

Gerald Katz testified that after returning to the plant and learning that Rodriguez had left work, he reviewed Rodriguez' records, recalled that he had been let go in January and then kept and decided that Rodriguez should be discharged. Katz said Seegull told him that Herman called Rodriguez to come to the hearing but that he did not believe it at first. The testimony as to when Katz and Perrella talked about discharging Rodriguez is confused since Katz at one point said it was March 27 and at another point said it was the 28th. Asked whether Foreman Seegull was authorized to give permission for an

Q. What did he say? A. He had a circular from the union and he said, the insurance man told me that Mr. Katz would give us far more better coverage than that of the union, Local No. 1.

* * * * *

83 Q. Mr. Bonilla, I think you testified that Mr. Segal stated sometime in March they were cancelling a raise, is that correct? A. Yes.

* * * * *

85 Q. Do you recall what time the election was on May 1st? A. 4:30.

Q. Did you have any conversation with Mr. Segal or Mr. Katz regarding the union business on that day? A. We had a meeting in the morning.

Q. Tell us how that came about? A. Segal came, told everybody in the shop that Mr. Katz wanted to talk to us in the show room.

Q. Then what happened? A. So everybody went in the show room and there Mr. Katz told us that he didn't like the union, he was against the union, and we wouldn't be getting anything out of the union, that a union might cost him to lose profits. And that if he had any profits he wouldn't give us any, be no increase, wage increase I guess.

And even in Christmas time, won't give us the bonus he used to give us.

Q. Were you getting bonuses every Christmas that you worked there?

A. Yes.

Q. Now, do you recall what was said by Mr. Katz specifically on this

86 matter? Do you recall the words he used? How did he say he wouldn't give you a bonus, do you recall? A. Well, he said, I don't remember his exact wording but he said that he wouldn't give us, come Christmas time, wouldn't give us a bonus he had promised, that that was the privilege of the Company, to give out or not.

Q. What was that last? A. It was the privilege of the Company to give it out, whether to give it out or not.

Q. How many people were at this meeting? A. All of us in the shop.

Q. Were all the people in the factory called in? A. Yes.

* * * * *

87 CROSS-EXAMINATION

Q. (By Mr. Husband) That meeting on May 1st, didn't Mr. Katz tell you that the vote would be secret? A. Yes.

Q. He said no one would know how you would vote? A. Yes.

Q. And he said you can vote for the union or you can vote against the union and no one will know? A. I think he did.

Q. And he said so don't be afraid to vote the way you really wanted to? A. I think he did say that.

Q. And did he say that he thought the Company had been fair to the employees in the past? A. I think so.

Q. Didn't he say that the Company's existing pay schedule, was in his opinion, higher than the union's pay schedule? A. I think he did.

* * * * *

90 JUDGE DYER: May I interrupt, counsel.

Was this a written speech? If so –

MR. HUSBAND: No.

* * * * *

Q. Do you recall Mr. Katz stating that those people who signed cards

91 could still vote any way they wanted to? A. I think he said that.

Q. Hadn't Mr. Segal talked to you prior to March? You speak to him regularly in your work, didn't you? A. Yes.

Q. Do you recall him talking to you before March 1st about the Company giving raises to you and a number of other employees? A. Yes. He said he would give us raises.

Q. This was before you went down to the union, wasn't it? A. Yes.

Q. What did he say? Do you recall? Didn't he tell you the amount of that raise, too? A. $10.

Q. He told you that? A. That's what we should get.

Q. He told you that in February? A. January or February, I don't remember exactly.

Q. January or February he said you would be getting that in a few months, didn't he? A. Yes.

Q. And he told that to a number of employees, didn't he? A. I guess he must have.

Q. And you knew that it was coming in a couple of months or so after he talked to you, correct, yes? A. Yes.

92 Q. So did he talk to you about raises again after March 1st or after March 8th? A. He told us we weren't going to have the raises, the raises would be cancelled.

Q. But the raises weren't cancelled, were they? A. In the beginning, yes.

Q. Didn't he say that there might be some problem with the raises because of the election coming up? Or didn't he? A. I don't remember that.

Q. He did talk to you about the union about March 9th or the next following Monday or Tuesday, the 12th or the 13th? A. Yes. When he talked to all of us, you mean?

Q. He didn't talk to you as a group, did he, Mr. Segal? A. On the 9th, you mean?

Q. You tell me, what did he do on the 9th? Did he talk to you as a group or individually? A. It was in a group.

Q. He called a group of you together? A. Yes.

Q. Who was in the group? A. Everybody in the shop.

Q. This was on March 9th. This is the day – A. Yes.

Q. This is the day Mr. Herman came? A. Yes.

93 Q. This is right after – A. Yes.

Q. Mr. Segal called you together and talked to you? A. Yes, all of us in the shop.

Q. On the day Mr. Herman came. This is right after you signed the cards? A. On the 9th, yes.

Q. March 9th, okay.

Mr. Segal called you all together. Who was there besides Mr. Segal? Was Mr. Katz there? A. No, he wasn't there, no.

Q. Okay, were all the employees in the plant there, to your knowledge? A. Yes.

Q. This was on the 9th? A. Yes.

Q. What time of day? A. 4:30, around there.

Q. That's close – A. 4:30, around there.

Q. Just about closing time? A. Yes.

* * * * *

94 Q. Is it your testimony that he had earlier – you had seen him going around the shop talking to other people? A. Yes.

Q. And to yourself? A. Yes.

Q. What time was that? A. What time? Could have been in

95 the morning.

Q. And at that time he talked to you? A. Yes.

Q. And asked you about whether you wanted a union or not? A. No. That's not what he asked me.

Q. What did he ask you? A. He asked me if I had signed a card, a membership card.

Q. Okay. So at 4:30 you said that you didn't think an election was necessary? A. Well, I asked him, why should he want to hold an election since he already knew there was a majority that wanted a union, that there was no need for that since he already knew there was a majority for the union.

Q. What do you recall him saying? A. I don't know what he said or if he said anything at all at that point.

Q. Did the meeting end then? A. Well, I asked him to – I asked him to go ahead and hold the election at that time.

Q. I thought you said to him there was no need for it? A. Right, yes.

Q. Then you turned around – A. Then I told him yes, I want to hold an election at that time.

96 Q. What did he say to that? A. He went inside and came back out again and he said that be better to wait until Monday, to think it over.

Q. Didn't the insurance agent speak to you pretty early in March? A. Yes, that's when he first came.

Q. When he first came it was right after the union man coming, wasn't it, right after Mr. Herman came up? It was the following week, wasn't it? It was about the same time as Mr. Segal talking to you, wasn't it? A. It's around there, yes.

Q. All right. Now, in that week, around the 13th, 12th, 13th or so, 14th, didn't the insurance agent say that the company had already decided to change their coverage to Blue Cross and Blue Shield? A. I think so. I think he said they were going to.

Q. Didn't he say he had already decided to do so but had to put it into effect? A. I think that's what he said. Exactly, I don't – I couldn't tell you by the word, by the right wording on it.

He said they were going to institute or plan to institute Blue Shield and Blue Cross.

MR. HUSBAND: No further questions.

* * * * *

* * * * *

150 26 Federal Plaza,
New York, New York
Wednesday, September 19, 1973

* * * * *

154 JOSE RODRIGUEZ

called as a witness, having been first duly sworn, was examined and testified as follows:

* * * * *

DIRECT EXAMINATION

Q. (By Mr. Trunkes) Mr. Rodriguez, how long are you in this country?

A. 14 years.

* * * * *

157 Q. What type of work have you been doing these past few years?

158 A. Jewelry.

Q. Have you been employed at Charles Perrella Ring Company?

A. Yes.

Q. When did you start working there? A. About 14 years ago.

* * * * *

159 Q. Now, did there come a time in the early part of this year that you had discussions with various co-workers in the shop about the union?

A. Yes.

Q. Did there come a time when you did something about the union?

160 A. Yes.

Q. What did you do? A. I went to Mr. Herman's office and I asked him for cards, to get them signed by the fellow workers.

Q. And when did you go? A. The 1st of March.

Q. Did anyone go with you? A. Raimundo Bonilla.

Q. What time of day did you go? A. I don't remember exactly.

Q. Was it before work, during lunch, or after work? A. I think it was at quitting time, after work.

Q. Where is the address of Perrella? A. 62 West 47th Street.

Q. Do you know the address of the union? A. Yes.

Q. What is that? A. 133 West 44th Street.

Q. Would it be correct to state that that was approximately three and a half blocks from your place of employment? A. Yes.

Q. How long would it take to walk there? A. Ten minutes.

Q. After you got to the union, who did you see? A. Louis Herman.

161 Q. Tell us the conversation you had with Mr. Herman at that time.

A. The conversation I had with Mr. Herman is that we wanted to organize a union there because we were not getting better salaries or better opportunities at our jobs.

Q. Did you speak to Mr. Herman in English or Spanish? A. English.

Q. Did Mr. Bonilla speak or did you speak also? A. Mr. Bonilla was the one who did most of the talking.

Q. Did you do any of the talking? A. Yes.

Q. Do you recall what Mr. Herman said to you? A. Mr. Herman told us that the union will give us better benefits, better hospitalization, after nine years, three weeks vacation, better salary, 35 hours week, and that they did – they couldn't discharge us just because he wanted to discharge us.

Q. Did Mr. Herman explain this to you in English? A. Yes.

Q. Did you understand what he said? A. Yes.

Q. Now, during the course of this meeting with Mr. Herman, did he give you anything? A. He gave us cards for the other employees.

162 Q. Did he give you a card for you, yourself? A. Yes.

Q. What did you do with the card? A. I filled in on the front part and I signed it.

Q. Now, I show you what has been marked as General Counsel Exhibit 4-P.

Would you identify this card for me, please? A. Yes, it is the card I signed and filled in.

* * * * *

164 Q. After you got the blank cards, did you speak to any of the employees at your place of employment?

THE INTERPRETER: You mean the rest of the cards?

165 MR. TRUNKES: Yes.

A. Yes.

Q. Did certain employees sign cards and return cards to you?

A. Yes.

Q. Now, I show you a card marked General Counsel 4-C, which was signed by a Mr. Cavero.

Do you recall anything about the signing of that card – or, was that card given you to by Mr. Cavero and returned to you? A. Yes.

Q. Did you see him sign the card? A. Yes.

Q. Would you explain when you saw him and where you saw him?

A. On the 5th I gave him the card to sign when he went to the bathroom.

Q. How far do you work from the bathroom? A. Very near. It's in the hall.

Q. When you say bathroom, you really mean toilet, do you not?

A. Yes.

Q. Could you see the employees when they walk to the toilet from where you were sitting? A. Yes, I'm the one who works nearer to the exit, more nearer than anybody else.

166 Q. Did you see Mr. Cavero go to the bathroom? A. Yes.

Q. What did you do? A. I followed him.

Q. Did you speak to him in the toilet? A. Yes.

Q. What did you say to him? A. I told him about the union and explained the benefits of the union.

Q. Had Mr. Cavero known before March 1st that you were going to go to the union to get the cards? A. Yes.

Q. Had you spoken to him about the union before you went to the union? A. Yes.

Q. Now, what happened in the toilet? A. In the bathroom he filled in – in the toilet he filled in the card and signed it and gave it to me.

Q. Now, I show you what has been marked – oh, one more question: What language is Mr. Cavero's native language? A. Spanish.

Q. Did you speak to him in Spanish or English? A. Spanish.

167 Q. Now, I show you what has been marked General Counsel Exhibit 4-C. This card is allegedly signed by a Rafael Aragon. A. Yes.

Q. Is he an employee also at Perrella? A. Yes.

Q. Do you recall giving Mr. Aragon the card to sign? A. Yes.

Q. Did he sign it in your presence? A. Yes.

Q. Explain the circumstances, when and where? A. On the 5th of March in the same way that the other fellow signed the card, in the toilet.

Q. By "same way," you mean you saw him go to the toilet and you followed him and you spoke to him? A. Exactly the same way.

Q. What language did you speak to him? A. Spanish.

Q. I show you what has been marked General Counsel Exhibit 4-L, a card allegedly signed by one Efrain Paniagua.

Do you recall giving Mr. Paniagua the card to sign? A. Yes.

Q. Did you see him sign it? A. Yes.

168 Q. Would you explain the circumstances, where and when he signed the card? A. The same way, in the same toilet as the other two cards, and I saw him, and he signed the card.

Q. What language did you speak to him? A. Spanish.

Q. I show you what has been marked General Counsel Exhibit 4-B, a card allegedly signed by Mr. Nestor Gil Alvarez.

Do you recall giving Mr. Alvarez a card? A. Yes.

Q. Did you see him sign the card? A. Yes.

Q. Would you explain the circumstances, time and place, where he signed the card? A. The same way as the other cards.

Q. What language did you speak to him? A. Spanish.

Q. I show you General Counsel Exhibit 4-M, a card allegedly signed by one Vasilus Petrides.

Do you recall – A. I gave him the card.

Q. Where did you give him the card? A. In the washing room, where they wash the rings. Where they wash the rings.

169 Q. Who normally worked in that place at that time? A. Ricardo Rivera.

Q. Is he the only one that works in that room? A. Yes.

Q. Are you able to see from your room to the washout room? A. Yes.

Q. Did you see Mr. Petrides in the room? A. Yes.

Q. Was there anyone else – well, did you go in the room and talk to him? A. Yes.

Q. What language did you talk to him? A. English.

Q. Does Mr. Petrides speak Spanish? A. No.

THE INTERPRETER: I am telling the witness to wait for my translation.

MR. TRUNKES: Your Honor, it may be important at this point to have the witness explain to us in English what he said to this employee.

Q. Mr. Rodriguez, he does not speak Spanish. What did you say to Mr. Petrides in English? A. I tell him this card belong to the union, the card belong to the union and I want him to sign the card because I make organi-

170 zation in the union and I explain the benefit.

Q. What did you tell him? A. I tell him I have better hospitalization,

three weeks vacation up to nine year, more money and only work 35 hour and the boss can't throw you out because he want to throw you out. That's it.

Q. Do you know whether Mr. Petrides reads English? A. I don't know.

Q. Did he fill the card out, Mr. Petrides? Did he fill out the whole card? A. Yes.

Q. Did he do it by himself or did someone help him fill out the card? A. I show him to put the name in there and the address . .

Q. You showed him where to put the name and the address? A. Yes.

Q. I notice on his card that he has two signatures and then – one and then one underneath. A. Yes.

Q. Did you notice that? A. Yes.

Q. Can you explain why there are two signatures? A. He signed the card in print.

171 Q. Print? A. Yes. And I told him that's wrong.

Q. You told him that's wrong? A. Wrong.

Q. Then what did he do? A. Signed it the other way.

Q. He wrote it out? A. Yes.

Q. And he did that all while you were watching? A. Yes.

Q. And he gave you the card? A. Yes.

Q. Now, Mr. –

MR. TRUNKES: I will continue in English.

Q. I show you what is marked as General Counsel Exhibit 4-Q, which appears to be a card signed by a Geozgios Sakazellos.

Do you know a Geozgios Sakazellos? A. Yes.

Q. Is he an employee at Perrella? A. Yes.

Q. Is he related to Mr. Petrides? A. Yes.

Q. What is his relation? A. Brother-in-law.

172 Q. Were you able to speak to Mr. Sakazellos in English? A. No.

Q. Did you give him the card? A. Yes, I give the card to him.

Q. Explain the circumstances. A. I gave the card to him and I called Petrides.

Q. When was this? A. The 5th.

Q. Where was this? A. The washroom.

Q. Was Mr. Sakazellos in the room with Mr. Petrides? A. I called him.

Q. You called him? A. Yes.

Q. This is then at the time you signed Mr. Petrides? A. Yes.

Q. Then what happened? A. I explained to Petrides, because I no talk Greek, and he talk Greek like the other guy, and he explained in Greek to the guy, and he signed the card.

Q. In your presence? A. Yes.

Q. After you got these cards from these people, what did you do?

A. I and another fellow took it to Mr. Hermann.

173 Q. What other fellow?

THE INTERPRETER: He is trying to remember.

A. Ray Bonilla.

MR. TRUNKES: At this time, your Honor, I would like to offer into evidence General Counsel Exhibits 4-C, 4-E, 4-B, 4-L, 4-M, 4-P, and 4-Q into evidence.

* * * * *

174 VOIR DIRE EXAMINATION

Q. (By Mr. Husband) When you signed the card on March 1st, did you sign this side only? A. Yes.

Q. When did you sign the other side? A. The day of the meeting.

Q. Was that March 5th? A. Yes.

Q. When did you date the other side? A. I put it on the 5th, but
175 I copied from the other side.

Q. So what's the date on it? A. 3-5-73.

Q. The date on the other side is 3-5-73? A. Yes.

Q. Look at the card. What is the date on there? A. 3-1-73. It should be 7-5-73.

Q. Who told you to sign the other side of the card? A. Mr. Herman told me to read first what it says on this other side and then sign it.

Q. When did he tell you this? A. The same day, the 5th.

Q. Who was there when he told you that? A. About 11 other people.

* * * * *

176 Mr. Husband, if your purpose is to show the cards were signed after the 9th, we have evidence here that the cards were submitted by Mr. Herman when he filed the petition with us the 9th, and all these cards are stamped with an NLRB stamp March 12th in the morning, and Mr. Herman sent the cards with a petition right after he spoke to Mr. Katz and they were received by us Monday morning with the list of the 17 names and also the list has March 12th, 1973, 11:23 p.m. New York, New York, the list of 17 cards.

Now, the cards had to be in Mr. Herman's hands by March 9th, at the time he spoke to Mr. Katz and asked for recognition. I don't understand what Mr. Husband is going to accomplish by going through every single one of these cards with the witness as to exactly when he signed them, exactly when he got them, what he put on the front, what he put on the back, because regardless of the dates, and even if the cards were dated, the cards were submitted by Mr. Herman with the petition and the petition is signed by him March 9th and stamped in March 12th.

There is no way Mr. Husband is going to disprove that. I think it is really a waste of time if he is trying to show the cards were not signed and

employee to leave the plant Katz replied "not specifically, no." Asked who Rodriguez was suppose to contact for permission since Katz was not there and according to his testimony Perrella was at home, Katz replied:

A. He knew about this a long time ago. Why didn't he ask me? He should have asked me for permission. This is what we told him previously. If you want to do something, ask us. If you want to be absent, give us the reason in advance. We told him this many times. He knows this.

Q. But he didn't get the phone call until eleven o'clock --

A. What kind of phone call? He knew a long time ago. This is a normal proceeding. He should know that he was supposed to come down here.

Q. How should he know? A. How, like any other witness. Either subpoenaed or you give advance notice in some form or another. You don't call a man on the spur of a moment.

Q. Didn't you hear Mr. Herman's testimony yesterday? A. What? Mr. Herman's testimony about how he asked Mr. Rodriguez to come down? A. It is a lot of nonsense. Mr. Herman is sitting there with him. If he wants permission to get a man down, he asks me, that's normal, or goes to his attorney, or go to the Hearing Officer and ask him for permission.

Katz went on to say that under extenuating circumstances Seegull would have permission to allow a person to leave but that he did not consider this particular situation extenuating circumstances and that Seegull would not have had permission or authorization to allow anyone to leave under these circumstances. He does not indicate

how anyone could have gotten permission under these circumstances to leave. Finally, Katz testified:

Q. Now specifically, did you fire him because he left the premises without obtaining any permission? A. Without permission, that's correct.

Katz added that Rodriguez should have notified him and concludes, "I can't believe he was called on the spur of the moment."

Respondent and General Counsel noting the credibility conflicts as to whether Perrella was at work on the 27th and whether Herman spoke to Perrella on the phone on the 28th, feel that a credibility resolution must be made in order to determine the case. However, it is not necessary to make such credibility resolutions in order to find that Respondent violated Section 8(a)(3) and (1) in discharging Jose Rodriguez. It appears clear that if Perrella was not present, then Seegull was in charge of the shop. There is no dispute that a telephone call was made to Rodriguez by Herman asking him to come to the hearing and that Rodriguez mentioned this to Seegull who according to Respondent was the only supervisor on the premises. Seegull did not refuse permission but merely stood by while Rodriguez punched out and left. Certainly the maxim that silence constitutes assent would be true in such a situation. Although Gerald Katz testified that Rodriguez' prior absentee record was considered in reaching the decision to discharge him, it is clear that the fact that Rodriguez left the plant to go to the hearing was the operative reason for the discharge here as is seen from Katz testimony quoted above.

From his testimony it is clear that Katz thought Respondent was being put upon and abused by Herman's calling of Rodriguez at the

last moment and that prior arrangements for his presence should have been made. Katz advanced no facts on which to ground his conclusions and feelings that this was some sort of a "put up job." It appears evident that Katz became angry at the way the events occurred and determined to fire Rodriguez because he had left the plant to go to the hearing. As noted above, when he first heard of it, he told Seegull that it was an unauthorized absence despite the fact that Seegull at least by his silence consented to Rodriguez leaving.

By this resolution of the facts I do not find it necessary to resolve the two credibility conflicts, but even if such were necessary, the resolution would be the same since I found that Perrella was somewhat evasive in his testimony and that some parts of Katz' testimony contradicted Seegull, whom I thought was a more truthful witness. The circumstances of the case and some objective facts also point to such a conclusion.

Therefore I find and conclude that Respondent violated Section 8(a)(3) and (1) by discharging Jose Rodriguez on March 28, 1973.

F. Threat of Christmas Bonus Loss, Raimundo Bonilla and lost merchandise and the Coffee Drinking allegation

General Counsel alleged that Respondent by Gerald Katz threatened that Christmas bonuses might be stopped if the employees selected the Union as their bargaining agent in the election. Raimundo Bonilla testified that Christmas bonuses were given annually as long as he had been employed by Respondent. Gerald Katz testified that on the morning of the election, in a speech to all the employees he said, ". . . if there (was) sufficient union interference with my operation, the profits wouldn't be there, by that, I meant the profits to share in terms of salary increases and Christmas bonuses."

When this statement is viewed in the light of Respondent's statements and actions in regard to raises and the other violations Respondent committed, I must conclude that this is a not too subtle hint that if the employees vote for the Union, there is a great likelihood that there will be no more Christmas bonuses and that wage raises will also be in jeopardy. I find that this statement is a threat in violation of Section 8(a)(1) of the Act.

General Counsel amended the Complaint during the hearing to allege that Respondent acted discriminatorily to Raimundo Bonilla by dunning him for $134 for merchandise which was lost while in his possession. General Counsel offered testimony that some employees had lost items of small value and had not been required to pay for them. Respondent offered uncontradicted testimony that it absorbed the loss of small items but required its employees to pay for items of greater value which they lost. Testimony was produced that two or three employees were requested to pay for merchandise in the area of $100 or so and that two or three employees left the Respondent's employ when they did not pay the requested amount.

On the basis of this testimony it is clear that Bonilla was not accorded any discriminatory treatment and this allegation of the Complaint must be dismissed.

There is a complaint allegation that Respondent had changed the coffee drinking procedure and forbidden employees to drink coffee during working time. Rivera's testimony on direct would serve to establish this. However, during his cross-examination it became clear that Rivera had been warned by Seegull that when on delivery work he was not to bring coffee back to the plant at the request of

the men. This practice is what the Company had consistently and specifically forbade. On this basis I conclude that the allegation concerning changing the coffee drinking practice at Respondent was erroneously grounded and that the allegation must be dismissed.

G. Objections to the Election

On the basis of the findings of 8(a)(1) violations noted above and the findings of 8(a)(3) violations in regard to Rivera and Rodriguez and from the other evidence recited above, I find that the objections to the election, Nos. 2, 4, 5 and 7, are supported by evidence and that the election held in this case on May 1 should be set aside. Due to my further findings that Respondent has violated Section 8(a)(5) and (1) of the Act and a bargaining order is necessary to remedy the situation, I further recommend that the representation petition be dismissed.

H. The Refusal to Bargain

As shown above when the Union made its demand for recognition on March 9, it represented 16 of the 22 persons in the appropriate unit. Respondent's unfair labor practices which commenced immediately with interrogation and threats, ranging through the granting of wage increases and increased insurance benefits and the discharge of Rodriguez and "lay-off" of Rivera, to the threat of loss of Christmas bonuses on the day of the election, had a serious effect on the employees and dissipated the majority status which the union had. With the principles of N.L.R.B. v. Gissell Packing Co., 395 U.S. 575 (1969) and Tower Enterprises, Inc., 182 NLRB 382, 385, as guidance, it is proper to find that Respondent's violations of the Act include an improper refusal to bargain with the Union in violation of Sections

8(a)(5) and (1) of the Act which requires the issuance of an order to bargain with the Union.

III. The Effect of the Unfair Labor Practices Upon Commerce

The activities of Respondent set forth above in section II, and therein found to constitute unfair labor practices in violation of Section 8(a)(5), (3) and (1) of the Act, occurring in connection with a close, intimate and substantial relationship to trade, traffic and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

IV. The Remedy

Having found that Respondent engaged in the unfair labor practices set forth above, I recommend that it cease and desist therefrom and take certain affirmative action designed to effectuate the policies of the Act as follows:

As stated above, an order requiring Respondent to bargain with the Union as the exclusive representative of its unit employees is required in this case. Therefore it is recommended that Respondent bargain with the Union at its request for the employees in the bargaining unit set out above.

Respondent having laid off Edgardo Rivera and discharged Jose Rodriquez because of its desire to rid itself of union adherents and not having thereafter offered reinstatement to them, I recommend that Respondent offer them immediate and full reinstatement to their former positions, or if such positions have been abolished or changed in Respondent's operations, then to any substantially

similar position without prejudice to their seniority or other rights and privileges and that Respondent make them whole for any loss of pay they may have suffered by reason of Respondent's discriminatory terminations of them, by payment to each of them a sum equal to that which he would have normally received as wages from March 20 and 28, 1973, the dates of their respective terminations until Respondent offers them reinstatement, less any net earnings for the interim. Backpay is to be computed on a quarterly basis in the manner established by the Board in F.W. Woolworth Company, 90 NLRB 289, with interest at the rate of 6 percent per annum to be computed in the manner set forth in Isis Plumbing & Heating Co., 138 NLRB 716. I further recommend that Respondent make available to the Board, upon request, payroll and other records in order to facilitate checking the amounts of backpay due and the rights of each of the men.

Having also found that Respondent sought to undermine the Union's majority by interrogating employees, by granting and withholding raises and by threatening loss of Christmas bonus if the Union was successful in organizing the plant and having found that Respondent rejected the principle of collective bargaining and acted to avoid collective bargaining and has by all the described actions invaded its employees' rights under the Act as set forth in section II, above, I am of the opinion that Respondent may commit further unfair labor practices, having by its actions detailed herein shown its proclivity for so doing. Since it is part of the purpose of the Act to prevent the commission of unfair labor practices, I recommend that Respondent be placed under a broad

enjoinder to cease and desist from in this or any other manner infringing upon the rights guaranteed its employees by the Act. On the basis of the foregoing findings and the entire record, I make the following:

Conclusions of Law

1. Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent violated Section 8(a)(1) of the Act by unlawful interrogation, by granting and withholding pay raises and by threatening employees with loss of Christmas bonuses if the union was successful in its organizational effort.

4. Respondent violated Sections 8(a)(3) and (1) of the Act by the termination of Edgardo Rivera and Jose Rodriguez.

5. Respondent violated Sections 8(a)(5) and (1) of the Act by refusing to bargain with the Union upon its request as the exclusive representative of the employees in the following appropriate unit:

All production employees, including jewelers, polishers, lappers, washout room employees and setters of Respondent, employed at its New York place of business, exclusive of all other employees, including non-manufacturing inspectors, office clerical employees, guards, watchmen, and all supervisors as defined in Section 2(11) of the Act.

RECOMMENDED ORDER[3]

Upon the basis of the foregoing findings of fact and conclusions of law and the entire record in this case considered as a whole, it is recommended that Charles Perrella and Gerald Katz, co-partners d/b/a Charles Perrella Ring Company of New York, New York, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Unlawfully interrogating employees with respect to their union activities and desires.

(b) Granting and withholding wage increases where as in this case Respondent sought to punish union adherents and reward those opposed to the Union and sought to undermine the adherence of union supporters.

(c) Threatening loss of Christmas bonuses if the Union was successful in organizing the plant.

(d) Discouraging membership in the aforesaid Union, or any other labor organization, by discriminating against its employees in regard to hire or tenure of employment or any other term or condition of employment.

(e) Refusing to bargain with the aforesaid Union upon its request as the exclusive representative of the following appropriate bargaining unit:

---

[3] In the event no exceptions are filed as provided by Section 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Section 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

All production employees, including jewelers, polishers, lappers, washout room employees and setters of Respondent, employed at its New York place of business, exclusive of all other employees, including non-manufacturing inspectors, office clerical employees, guards, watchmen, and all supervisors as defined in Section 2(11) of the Act.

(f) In any other manner interfering with, restraining or coercing employees in the exercise of rights under Section 7 of the Act.

2. Take the following affirmative action which is necessary to effectuate the policies of the Act:

(a) Offer to Edgardo Rivera and Jose Rodriguez immediate and full reinstatement to their former jobs, or, if their jobs no longer exist, to substantially equivalent positions without prejudice to their seniority or other rights and privileges.

(b) Make Rivera and Rodriquez whole for any loss of pay suffered by them by reason of their discriminatory termination in the manner set forth in the section hereinabove entitled "The Remedy."

(c) Upon request, bargain collectively with the aforesaid Union as the exclusive representative of the employees in the above-described appropriate unit and embody in a signed agreement any understanding reached.

(d) Upon request, make available to the Board or its agents for examination and copying all payroll and other records

containing information concerning its backpay obligation under this recommended Order.

(e) Post at its plant and shop in New York, New York copies of the notice attached hereto and marked "Appendix."[4] Copies of said notice on forms to be furnished by the Regional Director for Region 2 shall, after being duly signed by an authorized representative of Respondent, be posted by Respondent immediately upon receipt thereof and maintained by it for a period of at least 60 consecutive days thereafter in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to insure that said notices are not altered, defaced or covered by any other material.

(f) Notify the Regional Director for Region 2, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

It is further ordered that the election in Case No. 2-RC-16077 conducted on May 1, 1973, be set aside and the petition therein be withdrawn, or dismissed.

Dated at Washington, D.C. January 23, 1974.

s/s John M. Dyer
Administrative Law Judge

---

[4] In the event that the Board's Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall be changed to read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

FORM NLRB-4338
(5-65)

NATIONAL LABOR RELATIONS BOARD

NOTICE

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end. An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing.

However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

(1) The request must be in writing. An original and two copies must be served on the Regional Director;

(2) Grounds therefor must be set forth *in detail;*

(3) Alternative dates for any rescheduled hearing must be given;

(4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and

(5) Copies must be simultaneously served on all other parties *(listed below)*, and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

Charles Perrella and Gerald Katz,
d/b/a Perrella Ring Co.
62 West 47th St.
New York, N.Y. 10036

Amalgamated Jewelry, Diamond
and Watchcase Workers Union,
Local No. 1, APL-CIO
133 West 44th St.
New York, N.Y. 10036

Hugh Husband, Esq.
Main St.
Bridgehampton, N.Y. 11932

Sturm and Parl
Att: Stephen Sturm, Esq.
21 East 40th St.
New York, N.Y. 10016

25th July 73

GPO 921-405

* * * * *

[dated August 26, 1974]

DECISION AND ORDER

On January 23, 1974, Administrative Law Judge John M. Dyer issued the attached Decision in this proceeding. Thereafter the General Counsel filed exceptions to portions of the Decision, a statement supporting its exceptions, and a brief supporting other portions of the Decision; and the Respondent filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions, the statement, and the briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order as modified herein.[1]

We agree with the Administrative Law Judge that the Respondent's preelection unfair labor practices, which included numerous instances of interrogation and threats, the granting of wage and insurance benefit increases, the discharge of Rodriguez, and the layoff of Rivera, had a serious effect on the employees and dissipated the majority status which the Union had enjoyed at the time of its demand for recognition, and we therefore adopt his recommended

---

[1] Chairman Miller dissents from the finding that Respondent violated Sec. 8(a)(1) by the statement ". . . if there was sufficient union interference with my operation, the profits wouldn't be there -- by that, I meant the profits to share in terms of salary increases and Christmas bonuses." The Chairman does not regard this statement as a threat of retaliatory action, but rather as a mere qualified prediction that certain types of union action could adversely affect profits and that as a result there could be less profits to share with employees.

Members Jenkins and Kennedy agree with the Administrative Law Judge that the statement must be considered in the context of all the circumstances and they affirm his conclusion that when so considered it represented a "not too subtle hint" that if the employees voted for the Union that their Christmas bonuses and wage raises would be in jeopardy.

bargaining order. For reasons set forth in *Steel-Fab, Inc.*, 212 NLRB No. 25 (1974), we reject his finding of an 8(a)(5) violation, and in lieu thereof we find, in accord with *Steel-Fab*, that the Respondent's violations of Section 8 (a)(1) and (3) of the Act alone constitute the basis for the remedial order.[2] We further correct the Administrative Law Judge's inadvertent failure to order the Respondent to cease and desist from granting insurance benefits to reward employees opposed to the Union or to undermine union support.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified, and hereby orders that Respondent, Charles Perrella and Gerald Katz, Co-Partners, d/b/a Charles Perrella Ring Company, New York, New York, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as modified below:

1. Substitute the following for paragraph 1(b):

"(b) Granting and withholding wage increases and granting insurance benefits to reward employees opposed to the Union or to undermine union support."

2. Eliminate paragraph 1(e).

3. Substitute the following as paragraph 2(c):

"(c) Upon request, recognize and bargain with Amalgamated Jewelry, Diamond and Watchcase Workers Union, Local No. 1, International Jewelry Workers Union, AFL-CIO, as the exclusive collective-bargaining representative of the

---

[2] For the reasons set forth in his concurring and dissenting opinion in *Steel-Fab, Inc., supra*, Member Jenkins would find a violation of Sec. 8(a)(5), as did the Administrative Law Judge. Chairman Miller concurs in the issuance of the bargaining order on *Steel-Fab* grounds, but would particularly emphasize the lingering effects of wage increases already received by employees and of the discriminatory terminations of employment which were here resorted to in order to discourage unionization. See his separate opinion in *General Stencils, Inc.*, 195 NLRB 1109 (1972). In the Chairman's view, no fair election could be held at this facility in the foreseeable future, and the only effective remedy is the one here applied---an order to bargain.

employees in a unit of all production employees, including jewelers, polishers, lappers, washout room employees, and setters of Respondent, employed at its New York place of business, exclusive of all other employees, including non-manufacturing inspectors, office clerical employees, guards, watchmen and all supervisors as defined in Section 2(11) of the Act, respecting rates of pay, wages, hours, or other terms and conditions of employment and, if an understanding is reached, embody such understanding in a signed agreement."

4. Substitute the attached notice for that of the Administrative Law Judge.

Dated, Washington, D.C., Aug. 26, 1974

Edward B. Miller,	Chairman
Howard Jenkins, Jr.	Member
Ralph E. Kennedy,	Member

NATIONAL LABOR RELATIONS BOARD

(SEAL)

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

After a trial at which all parties had the opportunity to give evidence, the National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post this notice and abide by the following:

WE WILL NOT unlawfully interrogate employees with respect to their union activities and desires.

WE WILL NOT grant and withhold wage increases or grant insurance benefits to reward employees opposed to the Union or to undermine union support.

WE WILL NOT threaten employees with loss of Christmas bonuses if the Union organizes the shop.

WE WILL NOT discourage membership in Amalgamated Jewelry, Diamond and Watchcase Workers Union, Local No. 1, International Jewelry Workers Union, AFL-CIO, or any other labor organization, by discriminating against our employees in regard to hire or tenure of employment or any other term or condition of employment.

WE WILL NOT in any other manner interfere with, restrain, or coerce employees in the exercise of rights under Section 7 of the Act.

WE WILL offer to Edgardo Rivera and Jose Rodriguez immediate and full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions without prejudice to their seniority or other rights and privileges, and WE WILL make Rivera and Rodriguez whole for any loss of pay suffered by them by reason of their discriminatory terminations.

WE WILL, upon request, bargain collectively with the aforesaid Union respecting rates of pay, wages, hours, or other terms and conditions of employment as the exclusive representative of our employees in the following bargaining unit:

All production employees, including jewelers, polishers, lappers, washout room employees and setters of Respondent, employed at its New York place of business, exclusive of all other employees, including non-manufacturing inspectors, office clerical employees, guards, watchmen, and all supervisors as defined in Section 2(11) of the Act.

CHARLES PERRELLA AND GERALD KATZ, CO-PARTNERS d/b/a CHARLES PERRELLA RING COMPANY

(Employer)

Dated _____ By _____

(Representative) (Title)

This is an official notice and must not be defaced by anyone.

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

Any questions concerning this notice or compliance with its provisions may be directed to the Board's Office, 36th Floor, Federal Building, 26 Federal Plaza, New York, New York 10007, Telephone 212--264--0300.

EXCERPTS FROM TRANSCRIPT OF PROCEEDINGS

BEFORE THE NATIONAL LABOR RELATIONS BOARD

TWENTY-SECOND REGION

CHARLES PERRELLA AND GERALD KATZ, CO-PARTNERS d/b/a CHARLES PERELLA RING COMPANY	:	
and	:	CASE NO. 2-RC-16077
AMALGAMATED JEWELRY, DIAMOND AND WATCHCASE WORKERS UNION, LOCAL NO. 1 INTERNATIONAL JEWELRY WORKERS UNION, AFL-CIO	:	2-CA-12970

1

26 Federal Plaza
New York, New York
Tuesday, September 18, 1973

* * * * *

3

PROCEEDINGS

JUDGE DYER: On the record.

The hearing will be in order.

This is a formal hearing before the National Labor Relations Board in the matter of Charles Perrella and Gerald Katz, co-partners doing business as Charles Perrella Ring Company, and Amalgamated Jewelry, Diamond and Watchcase Workers Union, Local No. 1, International Jewelry Workers Union, AFL-CIO.

This is a consolidated proceeding, Case 2-CA-12970, and Case 2-RC-16077.

The Administrative Law Judge conducting this hearing is John M. Dyer.

All parties have been informed of procedures at the formal hearings before the Board by service of a statement of standard procedures with the Complaint and Notice of Hearing. Additional copies may be obtained from counsel for General Counsel.

Will Counsel and other representatives please state their appearance for the record.

MR. TRUNKES: Thomas T. Trunkes, for the General Counsel.

MR. HUSBAND: For the Respondent Employer, Hugh P. Husband, Jr.

MR. STURM: For the Charging Party, Sturm and Perl by Stephen H. Sturm.

* * * * *

4 MR. TRUNKES: Your Honor, I'd like to offer General Counsel's Exhibit No. 1, the formal documents consisting from 1(a) through 1(j), (j) being the index to the General Counsel's Exhibit No. 1.

5 JUDGE DYER: Are there any objections to the receipt of those formal papers?

MR. HUSBAND: No objections.

MR. STURM: No objections.

JUDGE DYER: All right.

It will be received in evidence.

(The document above-referred to was marked General Counsel's Exhibit No. 1(a) through (j), for identification, and received in evidence.)

MR. TRUNKES: I'd like to also offer the representation matter, Board Exhibit 1, 1(a) being the original petition filed March 12th, 1973; (b) being the decision and direction of election; (c) being the Tally of Ballots of the election held May 1st, 1973; and (d) being the Objection to the Conduct of the Election filed by the Petitioner.

Normally we would have a Regional Director's decision on this, Your Honor, but that is incorporated in General Counsel's papers in the consolidation of the R case with the C case. And it's listed I think with the Complaint as 1(c), a General Counsel exhibit.

JUDGE DYER: All right.

Are there any objections to the receipt of Board's Exhibit 1(a) through 1(d)?

MR. HUSBAND: No objection.

6 MR. STURM: No objection.

JUDGE DYER: They are received.

(The document above-referred to was marked Board's Exhibit 1 (a) through 1(d), for identification and received in evidence.)

JUDGE DYER: One more point.

Before we went on the record I asked if the parties could arrive at some agreement on this case and they have told me that they cannot at this time.

If at any time during the proceeding you feel that some avenues are open so that you can explore settlement of this case, please let me know and I'll give you time to pursue them.

I understand that you have some stipulations at this point?

MR. TRUNKES: Yes, Your Honor. The item 5 of the Complaint, where it is alleged by the General Counsel that Robert Segal is and has been at all times material herein an agent of Respondent acting on its behalf and a supervisor thereof within the meaning of Section 2(11) of the Act, had been denied by Respondent.

Respondent is willing to concede at this point that Robert Segal is a supervisor under Section 2(11) of the Act but is not willing to concede that he is an agent of Respondent.

Now, that's a question of law. We are willing to accept the stipulation

7 that he is a supervisor, and that could cut down the hearing quite a bit.

JUDGE DYER: All right.

MR. HUSBAND: So stipulated.

JUDGE DYER: The stipulation is received.

* * * * *

9 JUDGE DYER: Do we have any other stipulations on background?

MR. TRUNKES: Yes. Your Honor, we agreed to enter into evidence two documents I have prepared. The first one, which I would like to mark as General Counsel's 2, is a list of employees with the heading of "Tuesday, March 13, 1973," the end of the payroll period, the employees who were in the appropriate unit.

On that list, Your Honor, the second name, Geruna, who is listed as an inspector, was stipulated somewhere along the R-case proceeding as being out of the unit.

So except for that, this is the list of the employees that the Employer submitted at a hearing that we held on March 27th.

JUDGE DYER: I take it there is no objections to the receipt of this document?

MR. HUSBAND: No objection.

JUDGE DYER: All right. It's received.

(The document above-referred to was marked General Counsel's Exhibit 2, for identification, and received in evidence.)

MR. TRUNKES: I'd like to also offer at this time General Counsel's Exhibit 3, which is the list of employees submitted by the Respondent as requirements of the Excelsior doctrine, the Excelsior list, which was used on the

10 date of the election.

JUDGE DYER: This was the list used for employee eligibility as of the date of the election?

MR. TRUNKES: Yes, sir.

JUDGE DYER: Any objection to its receipt?

MR. HUSBAND: No.

JUDGE DYER: No objection, it is received.

(The document above-referred to was marked General Counsel's Exhibit 3, for identification, and received in evidence.)

* * * * *

11 RAIMUNDO BONILLA

was called as a witness by and on behalf of the General Counsel and, having been first duly sworn, testified as follows:

* * * * *

12 DIRECT EXAMINATION

Q. (By Mr. Trunkes) Mr. Bonilla, what is your occupation?

A. Polisher.

Q. Is that in the jewelry business? A. Yes, it is.

Q. Were you ever employed at Perrella Ring Company, the Respondent in this case? A. Yes.

Q. When did you start working there? A. 1963 I first start working there.

Q. How long did you work there until something happened? A. Until around 1965 when I joined the service.

Q. Did you return from service? A. Yes.

Q. When was that? A. 1969.

Q. And did you go back to Perrella? A. Yes.

Q. And you worked with Perrella until when? A. Until March of– no, I'm sorry. Until August 22nd.

Q. What year? A. This year.

Q. Now, when you began working, what was your job? A. I started
13 there as a delivery boy.

Q. And when you came back from service, what did you do?

A. I started working there on the bench as a jeweler filing.

Q. When did you become a polisher? A. That same year.

Q. Now, during this last year that you worked there, who was your supervisor or foreman? A. Robert Segal.

Q. Now, do you recall in February of this year, Mr. Bonilla, having discussions with other employees about getting a union in the place?
A. I did, yes.

Q. And did you take part in those discussions? A. I did.

Q. Now, did anything happen on or about March 1st? A. Me and Jose Rodriguez went to the union, Local 1, to get membership cards to give to the other worker for him to sign.

Q. Now, Jose Rodriguez was an employee at the time? A. He was.

Q. And who did you see at the union? A. I met Mr. Louie Herman there.

Q. Did you have any talks with Mr. Herman? A. Yes. We had a talk about us joining the union, explaining a few facts about the union.

14 Q. What did he tell you? A. About let's say, what the union work for, what some of the benefits were.

Q. And did he give you anything at the time? A. Only gave us was a membership card.

Q. Did you sign the membership card? A. Yes, I did.

Q. Did Mr. Rodriguez sign it? A. Yes, he did.

Q. And after you signed the cards and before you left, did you receive anything else from Mr. Herman? A. Yes. I received cards from him to take back to the workers for them to sign.

Q. About how many employees were working in the shop at the time?
A. 24.

Q. And the next few days, what did you do as far as trying to get people to sign cards? A. Well, I went to each one, you know, and asked them – told him about it and asked him to sign it.

Q. Were you successful? A. Yes, I did.

Q. And did you see employees sign cards? A. They did.

Q. They returned them to you? A. Yes, they did.

15 Q. Did they ask you what this was all about? A. Well, some did. But they already knew about it since we had a talk previously to that.

Q. All of them knew about it? A. But we explained it to them.

Q. What did you say? A. That we wanted, a, to have a union here because it would make a, have a – say, well, we'd have better rights anyway. That's what I told them.

MR. TRUNKES: I'd like to mark for identification General Counsel's Exhibit 4 –

Off the record, Your Honor.

JUDGE DYER: Off the record.

(Discussion off the record.)

JUDGE DYER: On the record.

MR. TRUNKES: Your Honor, I would like to mark for identification Gneeral Counsel's Exhibit 4(a) through 4(q). These are the original cards that were submitted by the Union when they filed the petition. And Respondent's Counsel has agreed to have substitute cards submitted in. So I will get them for the court reporter for further marking. But I have marked them in pencil for identification.

JUDGE DYER: Can you read off the names so we know which names are with which letter.

16 MR. TRUNKES: Yes.

JUDGE DYER: Off the record.

(Discussion off the record.)

JUDGE DYER: On the record.

MR. TRUNKES: 4(a) is Antieanik Ara.

MR. STURM: His first name is Ara, A-r-a.

MR. TRUNKES: According to the card it is last.

JUDGE DYER: We can straighten that out after the witness identifies the cards. All right.

MR. TRUNKES: (b) is Nestor Gil Alvarez. Third is, or (c), rather, is Rafael Aragon. (d) is Raimundo Bonilla. (e) is Rodolfo Espinoza Cavero.

(f) is Joseph A. De Clemente, Sr. (g) is Julio Di Candia. (h) is Juan Manuel Gerena.

Maybe at this time, Your Honor, this is the gentleman that we stipulated not to be in the unit as an inspector, right, Mr. Husband?

MR. HUSBAND: Right.

MR. TRUNKES: The card was corrected.

And (i) is Paul Maniatis and (j) is Anthony Mason, (k) is Salvatore Palmieri. (1) is Efrain Paniagua. (m) is Vasilus Petridis. (n) is Edgardo Rivera. (o) is Eduardo A. Rivera. (p) is Jose Rodriguez and (q) is Geozgios Sakazellos.

JUDGE DYER: The exhibits are marked for identification as General Counsel's 4(a) through 4(q) as enumerated.

17

(The documents above-referred to were marked General Counsel's Exhibits 4(a) through (q), for identification.)

Q. (By Mr. Trunkes) Mr. Bonilla, you were up with Mr. Rodriguez when you saw Mr. Herman on March 1st? A. Yes.

Q. And he gave you cards to hand out. Did he give Mr. Rodriguez cards to hand out? A. Just gave them out, one bundle.

Q. One bundle? A. Right.

Q. Did you speak to all the people, or did you speak to some and Mr. Rodriguez to some? A. I spoke to some and he spoke to some others.

Q. I'm going to show you what I have marked as General Counsel's Exhibit 4(a) through 4(q), which are the – allegedly the cards that were given to you signed and returned and were eventually introduced by the Union to the Board.

Now, could you pick out the cards of the people that you handed out blanks to and who you saw sign and return it to you? A. Here they are.

Q. Have you picked out the cards, Mr. Bonilla? A. Yes, I did.

Q. Which of the cards did you personally give out?

This group here? A. These.

18 Q. All right. And this group would include what has been marked, (a), (d), (f), (g), (h), (i), (j), (k), (n) and (o).

Is that correct? A. Correct.

MR. HUSBAND: Judge, could I ask the reporter to read back those letters?

JUDGE DYER: (a), (d), (f), (g), (h), (i), (j), (k), (n), (o).

MR. TRUNKES: I offer these cards into evidence.

* * * * *

JUDGE DYER: The testimony as I understand it right now – well, let me here it precisely.

In regard to those cards you just handed counsel, (a), (d)(f)(g)(h)(i)(j)(k)(n)(o), the names of the people on there, did you personally hand them the cards?

THE WITNESS: Yes, I did.

JUDGE DYER: How did the cards come back to you?

THE WITNESS: They were given back to me by them.

JUDGE DYER: By the very same people?

THE WITNESS: Yes.

JUDGE DYER: What was on them when they came back?

THE WITNESS: They were signed on all of them.

JUDGE DYER: Pardon me?

19 THE WITNESS: They were signed.

JUDGE DYER: Each and every one of them?

THE WITNESS: Yes.

JUDGE DYER: Is everything what was on those cards on them when they came back?

THE WITNESS: Well, first they were signed.

JUDGE DYER: Would you hand him the cards, please.

THE WITNESS: First they were signed only, and had to be filled out later on.

JUDGE DYER: Who filled them out?

THE WITNESS: They did.

JUDGE DYER: Were you there at the time?

THE WITNESS: Yes, I was.

JUDGE DYER: Did you see each one of the people whom you testified to gave you those cards fill them out?

THE WITNESS: Yes, I did.

JUDGE DYER: Did you also see them sign the cards?

THE WITNESS: Yes, they signed it.

JUDGE DYER: In your presence?

THE WITNESS: Yes.

JUDGE DYER: And dated them?

THE WITNESS: Yes, they did.

* * * * *

22 JUDGE DYER: Tell us what you said to them?

THE WITNESS: I explained to them that we would be getting better rights with the union than we were getting now, and we had no rights whatsoever.

Q. (By Mr. Trunkes) What do you mean rights? What rights were you referring to? Did you state what rights? A. Like we could get fired right away, and you don't get – without notice whatsoever. And they had no say whatsoever in the – they couldn't do much in there, in the shop.

Q. Was there anything mentioned about – I'm sorry. Go ahead.

A. And – I don't remember much of –

JUDGE DYER: The question is, as you handed them each, the individuals a card, did you tell them what the card was for?

THE WITNESS: Yes. But they knew what they were for already.

JUDGE DYER: All right. But what did you tell them the card was for?

THE WITNESS: To join a union.

* * * * *

23 Q. (By Mr. Trunkes) Let me show you what has been marked (a) which is identified as Antieanik Ara. Do you know that man? A. Yes, I do.

Q. Does he speak English? A. Not very well, no. He doesn't speak –

Q. What language does he speak? A. I believe it's Iranian.

Q. Were you able to converse with him, to talk to him? A. Yes, partly.

Q. Did you explain to him in English? A. Yes.

Q. Okay. (d) is your own card.

(f) is the card of Joseph De Clemente. Does he speak English?

A. Yes.

Q. Did you speak to him in English? A. Yes, I did.

Q. And (g) is Julio Di Candia. Does that gentleman speak English?

A. He speaks English, yes, he does.

Q. Did you explain to him in English? A. Yes, I did.

24 MR. TRUNKES: I'm not going to bother with Gerena, he is out of the unit.

Q. (i) is Maniatis, does he understand English or speak English?

A. Doesn't speak English that much, very little. He understands some.

Q. Do you recall what you said to him? A. Not right now what I said to him, could be the same thing I told everybody else.

Q. Did he sign that card in your presence? A. Yes, he did.

Q. Did he fill it all out? A. Yes, he did.

Q. Do you know what language he does speak? A. He is Greek.

Q. Nothing in here is written in Greek. That we acknowledge. It's in English or Spanish.

Did he ask you any questions on how to fill it out, what it was to be? A. No, I just helped him along, put his address and where to put his address, his information on here.

Q. He asked you and you told him? A. Yes.

Q. Is that his handwriting? A. His handwriting, yes, it is.

25 Q. And Anthony Mason, 4(j), does he speak English? A. Yes, he does.

Q. Did you explain to him in English? A. Yes.

Q. And Salvatore Palmieri, he speaks English? A. Yes.

Q. And you explained to him in English? A. Yes.

Q. And Edgardo Rivera, (n)? A. He speaks English, too.

Q. Does he also speak another language? A. Spanish.

Q. Is Spanish your native language, Mr. Bonilla? A. Yes, it is.

Q. How long are you in the United States? A. 13 years right now.

Q. And you can speak Spanish fluently? A. Yes, I can.

Q. Do you know if you spoke to Mr. Rivera in English or Spanish or did it matter? A. I don't remember right now but it doesn't matter right now really. He speaks both languages.

Q. What do you talk to him in when you speak to him? A. In English and in Spanish. It doesn't matter.

26 Q. What about Eduardo Rivera, (o), does he speak English? A. Yes.

Q. You were able to speak to him in English? A. Yes. But I believe I spoke to him in Spanish.

Q. And who filled out the card, him or you? A. He did.

* * * * *

27 VOIR DIRE EXAMINATION

* * * * *

28 Q. And did you have them sign this side that has application for membership on it? A. Yes.

Q. Now, they gave it back to you with that side signed, is that correct? A. Yes.

Q. Now, there is also another side of it. Do you know when they signed that side? A. Yes, at a meeting we had.

Q. When was that meeting?

* * * * *

29 A. March 5th.

* * * * *

43 DIRECT EXAMINATION (Cont'd.)

* * * * *

66 JUDGE DYER: There is one point I want to make right at this point. Are you saying that they did sign. Is there a question at this point as to whether the signatures on these cards are genuine?

Because I had not understood that to be a contention at this point.

MR. HUSBAND: No. I withdraw that. There is no question about the signatures being that of the person who purports itself to be, but all other questions as to time and circumstances of signing are left open.

* * * * *

67 JUDGE DYER: At that point, I don't think that is really the exact statement though, Mr. Husband, because the statement was qualified earlier by the

68 witness testifying that they were not very fluent in English. That does not mean that they are not competent to understand the English that was there or understand his statement to them.

As far as this record goes at this point, his testimony is that they understood him which he gathered from his conversation with them with his discussion in English with them.

I do not have any testimony before me that the people in question did not understand basic English or English sufficient to establish this.

So on the testimony as a whole, and on the basis of this witness's testimony that the cards were signed before him prior to the date of this meeting and that he turned them into the union at that time, it does appear that there has been sufficient authentication for reception of these cards, and I will receive them in evidence at this time, those being 4(a), (d), (f), (g), (h), (i), (j), (k), (n) and (o).

(The documents previously marked General Counsel's Exhibits 4(a), (d), (f), (g), (h), (i), (j), (k), (n) and (o), for identification, were received in evidence.)

JUDGE DYER: On the record.

Q. (By Mr. Trunkes) Now, Mr. Bonilla, March 6th, whatever, you returned the cards on March 6th or so. You got that into the union.

* * * * *

69 MR. TRUNKES: I'm not trying to misstate anything.

Q. Whatever it is, the cards got to the union.

After the cards were delivered to Mr. Herman, do you recall or did you see Mr. Herman come up to the shop at any time later that week?

MR. HUSBAND: I'm objecting to leading.

JUDGE DYER: All right. Proceed.

A. On the 9th.

Q. What day of the week, do you recall? A. It was Friday.

Q. Did you see Mr. Herman? A. Yes.

Q. Where did you see him? A. Downstairs in the building.

Q. And this was when? When? A. Oh, lunch time.

Q. Now, after lunch you returned to work? A. Yes.

Q. Now, after you returned to work, after lunch time – you work in a big part of the shop with most of the employees, or do you work separate?

70 A. No, the same area.

Q. How many employees more or less work with you in this area?

A. It's all one area in the back.

Q. All right. Now, Mr. Segal was the foreman, correct? A. Yes.

Q. Now, did you observe Mr. Segal observe or hear Mr. Segal speak to any of the employees, including yourself? A. Well, when I saw him, yes.

Q. What did you see him do? A. Well, he really went from people to people in the shop.

Q. Did you hear him talk to them, or did you just see him? A. I just see, I saw him.

Q. Did he come to you? A. Yes.

Q. Did he speak to you? A. Yes.

Q. What did he say? A. Well, he asked me if I had signed a membership card, a union membership card.

Q. What was your answer? A. Yes.

Q. Do you recall what time of day this was? A. This was after lunch. I don't know exactly what time it was.

71 Q. Now, that same day – what time do you usually leave work at the end of the day? A. 4:30, sometimes 5:00 o'clock.

Q. Did Mr. Segal speak to you or the other employees, either individually or a group, later that day? A. Yes, yes.

Q. About when? A. 4:30.

Q. And describe how he got to speak to you? Was it in a group, individually? A. He gathered everybody in a group and told us that he was going to have an informal election.

And he also told us that we would be making less money because we would be working 35 hours a week.

And about the election, I ask him, why should he hold the election. If he had gone from man to man already and had known from them how many wanted the union, how many were against the union, and he knew already that we had the majority, so why should he want to hold an election.

So I don't remember if he said anything. But I pressed him on to holding an election. And he refused to have an election that day, saying that it would be held on Monday.

Q. Now, do you recall before the union came in the picture, in the shop, that Mr. Segal mentioned to you the possibility of getting a raise?

72 A. Yes.

Q. Approximately when was that? A. Could have been January or February. I don't remember the time.

Q. Did he speak to you individually or in a group with others?

A. I believe he spoke to me about myself. But he promised us that we were going to have a wage increase.

Q. Did Mr. Segal say anything about this wage increase at this meeting on March 9th at 4:30? A. He said they were going to cancel the wage increase.

Q. Do you recall how he said it or what he said? A. That they were cancelling that wage increase.

Q. Now, that was Friday. Monday, March 12th came.

Did you speak to Mr. Segal about this election business? A. Yes, I did.

Q. What was the conversation? A. Well, I approahced him and I asked him if we are going to hold an election that day. And he said that day we weren't, that we are going to hold it, leave it to the Board, the Labor Board. And that was it.

Q. You didn't hold an election that day? A. No, we didn't.

* * * * *

80 Q. (By Mr. Trunkes) Did there come a time in March, Mr. Bonilla, where you had a conversation with a man who identified himself as an insurance agent? A. Yes.

Q. And would you tell us approximately the first time you saw him in the shop? A. Well, he came up to me and told me that –

Q. When? A. I believe it was on the 23rd.

Q. Of what month? A. March.

Q. Now, who came up to you? A. Insurance man came up to me while I was working there.

Q. How do you know he was an insurance man? A. Well, because he talked to us –

Q. Did he say where he was from? A. I don't think he did. I

81 don't remember exactly.

Q. What did he say? A. We'd be getting better insurance from Katz, and planned on giving us Blue Shield and Blue Cross. That's about it. He told us about that.

Q. Did he speak to you in a group or as an individual? A. He told me about myself.

Q. By yourself. Did you see him again? A. Yes.

Q. When was that? A. Let's see. I think it was in April, I think.

Q. Now, the election was May 1st, is that correct? A. Yes.

Q. Was it before the election? A. Yes, before the election.

Q. How much before, if you can recall? A. I think it was the day before.

Q. Now, was it the same man who came to the shop? A. Yes.

Q. Did he speak to you in a group or individually? A. Came to me. I was by myself.

Q. What did he say? A. He had a circular from the union and he said, the insurance man told me that Mr. Katz would give us far more better coverage than that of the union, Local No. 1.

* * * * *

83 Q. Mr. Bonilla, I think you testified that Mr. Segal stated sometime in March they were cancelling a raise, is that correct? A. Yes.

* * * * *

85 Q. Do you recall what time the election was on May 1st? A. 4:30.

Q. Did you have any conversation with Mr. Segal or Mr. Katz regarding the union business on that day? A. We had a meeting in the morning.

Q. Tell us how that came about? A. Segal came, told everybody in the shop that Mr. Katz wanted to talk to us in the show room.

Q. Then what happened? A. So everybody went in the show room and there Mr. Katz told us that he didn't like the union, he was against the union, and we wouldn't be getting anything out of the union, that a union might cost him to lose profits. And that if he had any profits he wouldn't give us any, be no increase, wage increase I guess.

And even in Christmas time, won't give us the bonus he used to give us.

Q. Were you getting bonuses every Christmas that you worked there? A. Yes.

Q. Now, do you recall what was said by Mr. Katz specifically on this

86 matter? Do you recall the words he used? How did he say he wouldn't give you a bonus, do you recall? A. Well, he said, I don't remember his exact wording but he said that he wouldn't give us, come Christmas time, wouldn't give us a bonus he had promised, that that was the privilege of the Company, to give out or not.

Q. What was that last? A. It was the privilege of the Company to give it out, whether to give it out or not.

Q. How many people were at this meeting? A. All of us in the shop.

Q. Were all the people in the factory called in? A. Yes.

* * * * *

87 CROSS-EXAMINATION

Q. (By Mr. Husband) That meeting on May 1st, didn't Mr. Katz tell you that the vote would be secret? A. Yes.

Q. He said no one would know how you would vote? A. Yes.

Q. And he said you can vote for the union or you can vote against the union and no one will know? A. I think he did.

Q. And he said so don't be afraid to vote the way you really wanted to? A. I think he did say that.

Q. And did he say that he thought the Company had been fair to the employees in the past? A. I think so.

Q. Didn't he say that the Company's existing pay schedule, was in his opinion, higher than the union's pay schedule? A. I think he did.

* * * * *

90 JUDGE DYER: May I interrupt, counsel.

Was this a written speech? If so –

MR. HUSBAND: No.

* * * * *

Q. Do you recall Mr. Katz stating that those people who signed cards

91 could still vote any way they wanted to? A. I think he said that.

Q. Hadn't Mr. Segal talked to you prior to March? You speak to him regularly in your work, didn't you? A. Yes.

Q. Do you recall him talking to you before March 1st about the Company giving raises to you and a number of other employees? A. Yes. He said he would give us raises.

Q. This was before you went down to the union, wasn't it? A. Yes.

Q. What did he say? Do you recall? Didn't he tell you the amount of that raise, too? A. $10.

Q. He told you that? A. That's what we should get.

Q. He told you that in February? A. January or February, I don't remember exactly.

Q. January or February he said you would be getting that in a few months, didn't he? A. Yes.

Q. And he told that to a number of employees, didn't he? A. I guess he must have.

Q. And you knew that it was coming in a couple of months or so after he talked to you, correct, yes? A. Yes.

92 Q. So did he talk to you about raises again after March 1st or after March 8th? A. He told us we weren't going to have the raises, the raises would be cancelled.

Q. But the raises weren't cancelled, were they? A. In the beginning, yes.

Q. Didn't he say that there might be some problem with the raises because of the election coming up? Or didn't he? A. I don't remember that.

Q. He did talk to you about the union about March 9th or the next following Monday or Tuesday, the 12th or the 13th? A. Yes. When he talked to all of us, you mean?

Q. He didn't talk to you as a group, did he, Mr. Segal? A. On the 9th, you mean?

Q. You tell me, what did he do on the 9th? Did he talk to you as a group or individually? A. It was in a group.

Q. He called a group of you together? A. Yes.

Q. Who was in the group? A. Everybody in the shop.

Q. This was on March 9th. This is the day – A. Yes.

Q. This is the day Mr. Herman came? A. Yes.

93 Q. This is right after – A. Yes.

Q. Mr. Segal called you together and talked to you? A. Yes, all of us in the shop.

Q. On the day Mr. Herman came. This is right after you signed the cards? A. On the 9th, yes.

Q. March 9th, okay.

Mr. Segal called you all together. Who was there besides Mr. Segal? Was Mr. Katz there? A. No, he wasn't there, no.

Q. Okay, were all the employees in the plant there, to your knowledge? A. Yes.

Q. This was on the 9th? A. Yes.

Q. What time of day? A. 4:30, around there.

Q. That's close – A. 4:30, around there.

Q. Just about closing time? A. Yes.

* * * * *

94 Q. Is it your testimony that he had earlier – you had seen him going around the shop talking to other people? A. Yes.

Q. And to yourself? A. Yes.

Q. What time was that? A. What time? Could have been in

95 the morning.

Q. And at that time he talked to you? A. Yes.

Q. And asked you about whether you wanted a union or not? A. No. That's not what he asked me.

Q. What did he ask you? A. He asked me if I had signed a card, a membership card.

Q. Okay. So at 4:30 you said that you didn't think an election was necessary? A. Well, I asked him, why should he want to hold an election since he already knew there was a majority that wanted a union, that there was no need for that since he already knew there was a majority for the union.

Q. What do you recall him saying? A. I don't know what he said or if he said anything at all at that point.

Q. Did the meeting end then? A. Well, I asked him to – I asked him to go ahead and hold the election at that time.

Q. I thought you said to him there was no need for it? A. Right, yes.

Q. Then you turned around – A. Then I told him yes, I want to hold an election at that time.

96 Q. What did he say to that? A. He went inside and came back out again and he said that be better to wait until Monday, to think it over.

Q. Didn't the insurance agent speak to you pretty early in March? A. Yes, that's when he first came.

Q. When he first came it was right after the union man coming, wasn't it, right after Mr. Herman came up? It was the following week, wasn't it? It was about the same time as Mr. Segal talking to you, wasn't it? A. It's around there, yes.

Q. All right. Now, in that week, around the 13th, 12th, 13th or so, 14th, didn't the insurance agent say that the company had already decided to change their coverage to Blue Cross and Blue Shield? A. I think so. I think he said they were going to.

Q. Didn't he say he had already decided to do so but had to put it into effect? A. I think that's what he said. Exactly, I don't – I couldn't tell you by the word, by the right wording on it.

He said they were going to institute or plan to institute Blue Shield and Blue Cross.

MR. HUSBAND: No further questions.

* * * * *

* * * * *

150 26 Federal Plaza,
New York, New York
Wednesday, September 19, 1973

* * * * *

154 JOSE RODRIGUEZ

called as a witness, having been first duly sworn, was examined and testified as follows:

* * * * *

DIRECT EXAMINATION

Q. (By Mr. Trunkes) Mr. Rodriguez, how long are you in this country?

A. 14 years.

* * * * *

157 Q. What type of work have you been doing these past few years?

158 A. Jewelry.

Q. Have you been employed at Charles Perrella Ring Company?

A. Yes.

O. When did you start working there? A. About 14 years ago.

* * * * *

159 Q. Now, did there come a time in the early part of this year that you had discussions with various co-workers in the shop about the union?

A. Yes.

Q. Did there come a time when you did something about the union?

160 A. Yes.

Q. What did you do? A. I went to Mr. Herman's office and I asked him for cards, to get them signed by the fellow workers.

Q. And when did you go? A. The 1st of March.

Q. Did anyone go with you? A. Raimundo Bonilla.

Q. What time of day did you go? A. I don't remember exactly.

Q. Was it before work, during lunch, or after work? A. I think it was at quitting time, after work.

Q. Where is the address of Perrella? A. 62 West 47th Street.

Q. Do you know the address of the union? A. Yes.

Q. What is that? A. 133 West 44th Street.

Q. Would it be correct to state that that was approximately three and a half blocks from your place of employment? A. Yes.

Q. How long would it take to walk there? A. Ten minutes.

Q. After you got to the union, who did you see? A. Louis Herman.

161 Q. Tell us the conversation you had with Mr. Herman at that time.

A. The conversation I had with Mr. Herman is that we wanted to organize a union there because we were not getting better salaries or better opportunities at our jobs.

Q. Did you speak to Mr. Herman in English or Spanish? A. English.

Q. Did Mr. Bonilla speak or did you speak also? A. Mr. Bonilla was the one who did most of the talking.

Q. Did you do any of the talking? A. Yes.

Q. Do you recall what Mr. Herman said to you? A. Mr. Herman told us that the union will give us better benefits, better hospitalization, after nine years, three weeks vacation, better salary, 35 hours week, and that they did – they couldn't discharge us just because he wanted to discharge us.

Q. Did Mr. Herman explain this to you in English? A. Yes.

Q. Did you understand what he said? A. Yes.

Q. Now, during the course of this meeting with Mr. Herman, did he give you anything? A. He gave us cards for the other employees.

162 Q. Did he give you a card for you, yourself? A. Yes.

Q. What did you do with the card? A. I filled in on the front part and I signed it.

Q. Now, I show you what has been marked as General Counsel Exhibit 4-P.

Would you identify this card for me, please? A. Yes, it is the card I signed and filled in.

* * * * *

164 Q. After you got the blank cards, did you speak to any of the employees at your place of employment?

THE INTERPRETER: You mean the rest of the cards?

165 MR. TRUNKES: Yes.

A. Yes.

Q. Did certain employees sign cards and return cards to you?

A. Yes.

Q. Now, I show you a card marked General Counsel 4-C, which was signed by a Mr. Cavero.

Do you recall anything about the signing of that card – or, was that card given you to by Mr. Cavero and returned to you? A. Yes.

Q. Did you see him sign the card? A. Yes.

Q. Would you explain when you saw him and where you saw him?

A. On the 5th I gave him the card to sign when he went to the bathroom.

Q. How far do you work from the bathroom? A. Very near. It's in the hall.

Q. When you say bathroom, you really mean toilet, do you not?

A. Yes.

Q. Could you see the employees when they walk to the toilet from where you were sitting? A. Yes, I'm the one who works nearer to the exit, more nearer than anybody else.

166 Q. Did you see Mr. Cavero go to the bathroom? A. Yes.

Q. What did you do? A. I followed him.

Q. Did you speak to him in the toilet? A. Yes.

Q. What did you say to him? A. I told him about the union and explained the benefits of the union.

Q. Had Mr. Cavero known before March 1st that you were going to go to the union to get the cards? A. Yes.

Q. Had you spoken to him about the union before you went to the union? A. Yes.

Q. Now, what happened in the toilet? A. In the bathroom he filled in – in the toilet he filled in the card and signed it and gave it to me.

Q. Now, I show you what has been marked – oh, one more question: What language is Mr. Cavero's native language? A. Spanish.

Q. Did you speak to him in Spanish or English? A. Spanish.

167 Q. Now I show you what has been marked General Counsel Exhibit 4-C. This card is allegedly signed by a Rafael Aragon. A. Yes.

Q. Is he an employee also at Perrella? A. Yes.

Q. Do you recall giving Mr. Aragon the card to sign? A. Yes.

Q. Did he sign it in your presence? A. Yes.

Q. Explain the circumstances, when and where? A. On the 5th of March in the same way that the other fellow signed the card, in the toilet.

Q. By "same way," you mean you saw him go to the toilet and you followed him and you spoke to him? A. Exactly the same way.

Q. What language did you speak to him? A. Spanish.

Q. I show you what has been marked General Counsel Exhibit 4-L, a card allegedly signed by one Efrain Paniagua.

Do you recall giving Mr. Paniagua the card to sign? A. Yes.

Q. Did you see him sign it? A. Yes.

168 Q. Would you explain the circumstances, where and when he signed the card? A. The same way, in the same toilet as the other two cards, and I saw him, and he signed the card.

Q. What language did you speak to him? A. Spanish.

Q. I show you what has been marked General Counsel Exhibit 4-B, a card allegedly signed by Mr. Nestor Gil Alvarez.

Do you recall giving Mr. Alvarez a card? A. Yes.

Q. Did you see him sign the card? A. Yes.

Q. Would you explain the circumstances, time and place, where he signed the card? A. The same way as the other cards.

Q. What language did you speak to him? A. Spanish.

Q. I show you General Counsel Exhibit 4-M, a card allegedly signed by one Vasilus Petrides.

Do you recall – A. I gave him the card.

Q. Where did you give him the card? A. In the washing room, where they wash the rings. Where they wash the rings.

169 Q. Who normally worked in that place at that time? A. Ricardo Rivera.

Q. Is he the only one that works in that room? A. Yes.

Q. Are you able to see from your room to the washout room? A. Yes.

Q. Did you see Mr. Petrides in the room? A. Yes.

Q. Was there anyone else – well, did you go in the room and talk to him? A. Yes.

Q. What language did you talk to him? A. English.

Q. Does Mr. Petrides speak Spanish? A. No.

THE INTERPRETER: I am telling the witness to wait for my translation.

MR. TRUNKES: Your Honor, it may be important at this point to have the witness explain to us in English what he said to this employee.

Q. Mr. Rodriguez, he does not speak Spanish. What did you say to Mr. Petrides in English? A. I tell him this card belong to the union, the card belong to the union and I want him to sign the card because I make organi-

170 zation in the union and I explain the benefit.

Q. What did you tell him? A. I tell him I have better hospitalization,

three weeks vacation up to nine year, more money and only work 35 hour and the boss can't throw you out because he want to throw you out. That's it.

Q. Do you know whether Mr. Petrides reads English? A. I don't know.

Q. Did he fill the card out, Mr. Petrides? Did he fill out the whole card? A. Yes.

Q. Did he do it by himself or did someone help him fill out the card? A. I show him to put the name in there and the address . .

Q. You showed him where to put the name and the address? A. Yes.

Q. I notice on his card that he has two signatures and then – one and then one underneath. A. Yes.

Q. Did you notice that? A. Yes.

Q. Can you explain why there are two signatures? A. He signed the card in print.

171 Q. Print? A. Yes. And I told him that's wrong.

Q. You told him that's wrong? A. Wrong.

Q. Then what did he do? A. Signed it the other way.

Q. He wrote it out? A. Yes.

Q. And he did that all while you were watching? A. Yes.

Q. And he gave you the card? A. Yes.

Q. Now, Mr. –

MR. TRUNKES: I will continue in English.

Q. I show you what is marked as General Counsel Exhibit 4-Q, which appears to be a card signed by a Geozgios Sakazellos.

Do you know a Geozgios Sakazellos? A. Yes.

Q. Is he an employee at Perrella? A. Yes.

Q. Is he related to Mr. Petrides? A. Yes.

Q. What is his relation? A. Brother-in-law.

172 Q. Were you able to speak to Mr. Sakazellos in English? A. No.

Q. Did you give him the card? A. Yes, I give the card to him.

Q. Explain the circumstances. A. I gave the card to him and I called Petrides.

Q. When was this? A. The 5th.

Q. Where was this? A. The washroom.

Q. Was Mr. Sakazellos in the room with Mr. Petrides? A. I called him.

Q. You called him? A. Yes.

Q. This is then at the time you signed Mr. Petrides? A. Yes.

Q. Then what happened? A. I explained to Petrides, because I no talk Greek, and he talk Greek like the other guy, and he explained in Greek to the guy, and he signed the card.

Q. In your presence? A. Yes.

Q. After you got these cards from these people, what did you do?

A. I and another fellow took it to Mr. Hermann.

173 Q. What other fellow?

THE INTERPRETER: He is trying to remember.

A. Ray Bonilla.

MR. TRUNKES: At this time, your Honor, I would like to offer into evidence General Counsel Exhibits 4-C, 4-E, 4-B, 4-L, 4-M, 4-P, and 4-Q into evidence.

* * * * *

174 VOIR DIRE EXAMINATION

Q. (By Mr. Husband) When you signed the card on March 1st, did you sign this side only? A. Yes.

Q. When did you sign the other side? A. The day of the meeting.

Q. Was that March 5th? A. Yes.

Q. When did you date the other side? A. I put it on the 5th, but
175 I copied from the other side.

Q. So what's the date on it? A. 3-5-73.

Q. The date on the other side is 3-5-73? A. Yes.

Q. Look at the card. What is the date on there? A. 3-1-73. It should be 7-5-73.

Q. Who told you to sign the other side of the card? A. Mr. Herman told me to read first what it says on this other side and then sign it.

Q. When did he tell you this? A. The same day, the 5th.

Q. Who was there when he told you that? A. About 11 other people.

* * * * *

176 Mr. Husband, if your purpose is to show the cards were signed after the 9th, we have evidence here that the cards were submitted by Mr. Herman when he filed the petition with us the 9th, and all these cards are stamped with an NLRB stamp March 12th in the morning, and Mr. Herman sent the cards with a petition right after he spoke to Mr. Katz and they were received by us Monday morning with the list of the 17 names and also the list has March 12th, 1973, 11:23 p.m., New York, New York, the list of 17 cards.

Now, the cards had to be in Mr. Herman's hands by March 9th, at the time he spoke to Mr. Katz and asked for recognition. I don't understand what Mr. Husband is going to accomplish by going through every single one of these cards with the witness as to exactly when he signed them, exactly when he got them, what he put on the front, what he put on the back, because regardless of the dates, and even if the cards were dated, the cards were submitted by Mr. Herman with the petition and the petition is signed by him March 9th and stamped in March 12th.

There is no way Mr. Husband is going to disprove that. I think it is really a waste of time if he is trying to show the cards were not signed and

177 executed by the individuals prior to the time the union demanded recognition, if that's his purpose, and if it is not his purpose, then I really don't know what his purpose is and I would say the rest is irrelevant.

JUDGE DYER: Mr. Husband?

MR. HUSBAND: Your Honor, if counsel for the General Counsel told me that, I wouldn't have raised the question about whether they were done after the 9th. In all the time we have talked, he never mentioned that to me, so I was unaware of it.

So I won't make the point where they were signed after.

* * * * *

187 (General Counsel Exhibits 4-B, 4-C, 4-E, 4-L, 4-M, 4-P and 4-Q for identification were received in evidence.)

MR. TRUNKES: Your Honor, before we continue with the witness, I would like to ask Mr. Husband for a stipulation.

Can we stipulate that each of the cards that are in evidence has on the back a stamp by the Region dated March 12th, approximately 11:24 a.m.

MR. HUSBAND: I will accept your representation and I will so stipulate. If you say it, I will trust you.

MR. TRUNKES: And also that there was a list with the 2-RC-16077 number indicating the numbers and addresses of the 17 card signers, again, very clear, March 12, 1973, 11:23.

MR. HUSBAND: All right.

JUDGE DYER: All right.

* * * * *

188 DIRECT EXAMINATION (Continued)

Q. (By Mr. Trunkes) Now, Mr. Rodriguez, do you recall going to work on March 9th, the Friday after the meeting of March 5th? A. Yes.

Q. Now, who is the foreman of the shop? A. Robert Segal.

Q. Now, on March 9th, Friday, did you hear or see Mr. Segal talking to employees in the shop? A. Yes.

189 Q. Did you see him? A. Yes.

Q. Did you hear him speak to any of the other employees besides yourself? A. Yes, I saw him talking to some employees.

Q. Do you remember which employees? A. Nestor Hill, Raimundo Bonilla, Edgardo Rivera.

Q. What did you hear? A. He asked them if they signed cards and they said yes.

Q. Did you speak to Mr. Segal? A. Yes, I called him and I spoke to him.

Q. What did you say? A. I asked him why didn't he like the union.

Q. What did he say? A. He said that the union wasn't going to change anything there and that was going to be the same play as before. It was going to be the same baseball game as before.

Q. That same day, on Friday, Do you recall another – at a later time that day Mr. Segal talking to you or any other employees? A. Yes.

Q. Approximately what time? A. 4:20, 4:30.

190 Q. Tell us what happened? A. He said if we wanted a union, nobody was opposing it. He said also that with a union we would only work 35 hours and therefore we were going to lose money and that certain increase he had offered before, he was going to take his offer back. The foreman first said if we wanted to vote right there, we should do it because he came – he went to the office and came back and said we shouldn't do it, we should wait until Monday.

Q. Did you go to work that day, on the 12th? A. Yes.

Q. Was there an election that day? A. We talked to the foreman,

we asked him whether we could have the election. He said no, that we should wait for some papers from the Labor Board.

* * * * *

192 Q. Now, do you recall an employee Edgardo Rivera working there at that time in March? A. Yes.

Q. Do you recall the last time or date he worked there? A. I believe it was the 20th.

Q. 20th of what? A. March.

193 Q. Now, what work were you doing before the 20th of March?

A. Welding rings, wedding rings.

* * * * *

Q. Do you recall having a conversation with Mr. Segal after Mr. Rivera was laid off or stopped working? A. Yes, he told me that I have to do the work he used to do.

Q. When did he tell you that? A. The 21st.

Q. What work had Mr. Rivera been doing? A. Washing rings.

194 Q. Did Mr. Segal tell you why you had to do that work? A. He didn't tell me why. He just ordered me to do it.

Q. Did you start doing the work that Mr. Rivera had been doing?

A. Yes, sir.

Q. How long did you continue doing that work? A. I did it until the day I was fired.

Q. And that was when? A. The 28th.

Q. 28th of what? A. 28th of March.

* * * * *

195 Q. You were discharged on March 28th, you stated, right? A. Yes.

Q. What day of the week was that? A. I don't recall.

MR. TRUNKES: Does anyone have a calendar here?

JUDGE DYER: Right here. The calendar does show the 28th of March

was on a Wednesday.

Q. Up until the day you were discharged, Wednesday, did you work Monday, Tuesday? A. Yes, including Wednesday.

Q. You came to work Monday that week? A. I worked Monday, Tuesday, Wednesday.

Q. Do you recall Mr. Segal speaking to you as an individual or to the employees as a group on Monday? A. Yes.

196 Q. Approximately what time? A. About 4:20, 4:30.

Q. Did he speak to you in a group or as an individual? A. A group.

Q. Who was there besides you? A. Everybody.

Q. How did he get to speak to them, what did he do? A. He directed us to stop working and he got us together and he talked to us.

Q. Where was that? A. Inside the shop.

Q. What did Mr. Segal say? A. He spoke about the union.

Q. What did he say about the union? A. We were going to lose money if we signed for the union, the increase he had given or promised before, he was going to take it back.

* * * * *

197 Q. You went to work Tuesday, March 27th, did you not? A. Yes.

Q. In the morning, do you recall receiving a telephone call? A. Yes.

Q. How did you know you got a telephone call? A. Mr. Herman had told me that I was going to be called because they needed me at a hearing in the union.

Q. The question is, who told you you had a telephone call? A. The foreman.

Q. And where was the call made, where was the telephone? A. At an office which the foreman has.

Q. The foreman is Robert Segal? A. The foreman is Robert Segal, yes.

Q. When you got to the telephone, who did you speak to? A. Louis Herman.

MR. TRUNKES: Your Honor, I would like to ask permission to con-
198 tinue the next portion in English. It is important to the case.

JUDGE DYER: All right.

Q. What did Mr. Herman say to you? A. Mr. Herman said, Jose, come down, I need you in the hearing, ask permission to your boss and your foreman. I take a piece of paper, and he gave me the address and I write the address on the piece of paper.

Q. Did you get a piece of paper? A. Yes.

Q. Did you get a pen or a pencil? A. Yes.

Q. And Mr. Herman told you where to go? A. Yes.

Q. Did he tell you to go to the NLRB? A. Right.

Q. What did you write down? A. NLRB.

Q. Had you ever been here before? A. No.

Q. Did he tell you where to go? A. Yes.

Q. Did he tell you 26 Federal Plaza? A. Right.

Q. What did you write down? Did he tell you 36th floor? A. Yes.

199 Q. Did you write it down? A. No.

Q. Now, when did he tell you to come? A. About 11:30.

Q. What time was this that the call was made? A. The time, the same time.

Q. Pardon? A. The same time.

Q. What did you do after you wrote that down? A. I showed the paper to Mr. Segal and tell him they need me in the union hearing and he said, ask permission to the boss, Charles Perrella. I went to the office and tell him the union need me in the hearing. I show the piece of paper and I say –

Q. You showed him the piece of paper? A. Yes.

Q. And he looked at it? A. He looked at it. He no put too much attention.

Q. What did he say? A. He said okay, Jose.

* * * * *

202 Q. After Mr. Perrella gave you permission to leave, what did you do? A. I punched my card and I left.

Q. What did you do? A. I took the train. I had never come here, so I got lost. Then when I found the place, it was late. I came upstairs. A girl told me everything was finished, I should go back to work.

Q. What time did you get here? A. I went back to work at 2:00 o'clock.

Q. What time did you get here? A. I don't remember. I didn't have a watch.

Q. What did you do after you left here? A. I went to work.

Q. What time did you get back? A. 2:00 o'clock.

Q. Did you punch a clock? A. Yes.

Q. Did you work the rest of the day? A. Yes.

Q. Did either Mr. Segal, Mr. Perrella or Mr. Katz say anything to you that day? A. No.

Q. Did you come to work the next morning? A. Yes.

203 Q. What time did you get to work? A. Ten minutes past eight.

Q. Did you work all day? A. Yes.

Q. And did you have a conversation with Mr. Segal that day? A. Yes.

Q. When did this conversatioin take place? A. 4:20.

Q. Where did it take place? A. At the ring washing room where I was working.

MR. TRUNKES: Again, your Honor, I would like to have it in English because Mr. Segal is only speaking in English.

JUDGE DYER: All right.

Q. Mr. Segal spoke to you in English? A. Yes.

Q. What did he say? A. Jose, I got bad news for you. He said, Mr. Katz, he no want you any more here. I asked him why. And he said because you went to the union meeting.

Q. Then what did you say? A. I didn't say nothing. I go to home. I no go home. I go to his office.

Q. Whose office? A. Mr. Herman's office.

204 Q. What was the reason for going to his office? A. He called Mr. Katz.

Q. Why did you go to Mr. Herman's office? A. Because he is the union – he is trying to get my work back.

Q. Have you been back to work at Perrella since that day?

A. No.

Q. Where did the conversation take place? You said in the shop?

A. Yes.

Q. Where in the shop? A. In the washroom.

* * * * *

CROSS-EXAMINATION

Q. (By Mr. Husband) Mr. Rodriguez, in January 1973 there was a week that you only worked two days out of five? A. Maybe. I don't

205 remember.

Q. Do you recall being discharged by the Perrella Ring Company at that time because of then your frequent absences from work? A. I was never fired from the factory.

Q. Do you recall that prior to January 1973 because of your absences from work in 1972 you were discharged? A. I was never discharged by the company.

Q. You don't recall being discharged and asking the company to take

you back? A. One morning when I came the foreman told me they didn't want me there any more, but I never left the place and minutes later I was told to stay. So I couldn't say that I was fired ever.

Q. The foreman told you this in January of 1973? A. Yes.

Q. Then you went to see Mr. Katz and Mr. Perrella? A. Yes.

Q. You said you wanted your job back? A. Yes.

Q. And that you would have better attendance in the future?

A. Yes.

Q. And you asked him to give you another chance? A. Yes.

206 Q. This was in January of 1973? A. The date I'm not positive about.

Q. Do you recall that prior to that you also had been told that you were not wanted in the Perrella Ring Company because of your frequent absences? A. Mr. Perrella –

THE INTERPRETER: I have to make an explanation, the witness said. He said, "Mr. Perrella was aware that I had an asthma condition and that sometimes I wasn't feeling well and Mr. Perrella told me that, 'When that situation comes you shouldn't worry and just let me know about it.'"

Q. You are also part owner of a grocery store, aren't you?

MR. TRUNKES: Objection to the question, your Honor. It's irrelevant whether he is a part owner of anything. He is working in this place for 14 years. Whatever his outside interests are is irrelevant.

JUDGE DYER: I will allow him to continue. Go ahead.

A. No.

Q. Haven't you had employment at a grocery store in the last few years? A. No.

Q. Do you recall that the week after you were discharged in January – I refer to the week of January 16th – you were also absent one day?

207 A. I don't recall.

Q. Do you recall that two weeks later, the week ending January 23rd, you did not work a full week then? A. I don't know if it was in January or when it was that I had a fire in my house and I had to take care of my family and I called the company and told them that I had a fire and couldn't come to work. I don't remember the date.

JUDGE DYER: You said the week ending January 23rd?

MR. HUSBAND: 23rd, yes, the payroll week.

JUDGE DYER: Yes, that's what was confusing me, because January 23rd is a Tuesday.

MR. KATZ: Correct.

JUDGE DYER: In other words, the company's pay period ends on a Tuesday, is that right?

MR. HUSBAND: Yes, sir.

JUDGE DYER: All right. Thank you.

Q. Do you recall that the week of January 30th, 1973 you were out two and a half days during that week? A. If I ever was absent for a day or two in my 14 years I worked there, I don't remember the dates, I cannot tell you the dates, but the company never called my attention or objected or reprimanded me because I was absent for a day of work.

208 Q. Didn't the company tell you in January that they didn't want you there any more because you were absent so much? A. Before that, this was the only time that we talked. Before that they never had told me anything about this.

MR. TRUNKES: May I ask Mr. Husband to be more specific when he asks did the company tell you. What individuals, rather than the company.

Q. Did Mr. Segal tell you in January 1973 that they didn't want you there because of your frequent absences? A. Yes.

Q. Then you went to see Mr. Katz? A. Yes.

Q. And you said that your attendance would improve? A. Yes.

Q. And you asked him to give you another chance? A. Yes.

* * * * *

210 Q. Did Mr. Segal talk to you in February before you went to the union about your getting a raise in the next two months after that? A. Not to me, no.

Q. Did you learn from other employees that he had talked to them about getting a raise? A. Some other employees told me about that, yes.

Q. That they had been spoken to in February? A. Yes.

Q. That they had been told that they would be getting a raise within the next month or two? A. Yes.

Q. Was the work that Rivera was doing prior to his layoff easier work than you were doing?

* * * * *

211 JUDGE DYER: All right, go ahead.

A. To me the work I was doing was easier.

Q. Was the work that Rivera was doing prior to his layoff less skilled than the work that you were doing? A. Yes.

Q. When you were transferred to that work, your pay was the same, wasn't it? A. Yes.

Q. Your pay was not cut? A. No.

* * * * *

213 Q. When Mr. Segal discharged you, didn't he tell you that the reason was because of your frequent absences? A. No.

* * * * *

214 JUDGE DYER: Let's hold it for just a minute until counsel comes back.

Mr. Husband, while you were out of the room the witness communicated to the translator saying that he wanted to say something and that it was important. I will ask a question.

Does it relate to what he has testified here to or is it in explanation of it?

THE WITNESS: It is related to my absenteeism.

JUDGE DYER: All right. Let's hear it.

THE WITNESS: At the beginning of my employment at Perrella, I had trouble with my asthma condition and I couldn't work well the full weeks so I talked to Mr. Perrella and I told him to give me a letter to go to the welfare and when I recuperate I will come back to work. He gave me a letter and I stopped working and I went to welfare. I was getting a treatment, injections for some time, and when I was released by the doctor, I went back – I called the company and I asked to come back to work and they accepted and I went back to work.

JUDGE DYER: When was this?

THE WITNESS: At the beginning of my job, after five months of treatment.

MR. HUSBAND: Was this in 1960?

THE WITNESS: I don't remember exactly if it was 1960 or 1959. At
215 the beginning of my job.

JUDGE DYER: All right.

Q. You were related to some of the other employees at Charles Perrella, weren't you? A. Yes.

Q. Which ones?

* * * * *

216 A. Fellow by the name of Gerena, G-e-r-e-n-a, he is not a relative. He was raised by my mother.

* * * * *

217 Q. (By Mr. Husband) Aren't you related to Edgardo Rivera?

A. Yes.

Q. What's the relationship? A. He is my son-in-law.

* * * * *

REDIRECT EXAMINATION

* * * * *

219 EDGARDO RIVERA

called as a witness, having been first duly sworn, was examined and testified as follows:

* * * * *

DIRECT EXAMINATION

Q. (By Mr. Trunkes) What kind of work do you do, Mr. Rivera?

A. I used to work for Charles Perrella Ring Company.

Q. Doing what? A. I started off as a delivery boy.

Q. When did you start working there? A. September the 8th, 1969.

Q. You say you started as a delivery boy? A. Yes.

Q. How long did you work as a delivery boy? A. For about three years.

Q Did you have a change of job sometime after you started working?

220 A. Yes.

Q. When was that? A. In about September – I mean late fall, about 1972.

Q. What work did you start doing then? A. As a plater in the washout room.

Q. What do you actually do? A. Wash out rings, plate them.

Q. When you say wash out rings – A. When the polishers polish the rings, they send them to Mr. Segal, then Mr. Segal brings it over to me for me to wash them and I gave it back to him to be inspected.

Q. You said besides washing, something else, plating? A. Plating.

Q. What does that mean, how do you do that? How do you plate? What do you mean plate? A. After they are washed, I put them in the chemcial, the water, you.

Q. I don't know. That's why I am asking. You put them in water? A. Yes.

Q. What happens when they go in the water? A. They give it a brighter shine.

Q. Do you remember how much money you were making when you started working? A. That was about $70.

221 Q. For a week? A. Yes.

Q. How many hours were you working a week? A. 40.

Q. How much were you making when you last worked there? A. One hundred ten a week.

Q. Do you know how much an hour that is? A. 2.75.

Q. Did you ever work any overtime while you were working there? A. Yes.

Q. During this year, 1973, from January until the time you left, were you working any overtime, do you know? A. Yes.

Q. Did there come a time this year when there was some conversation in the shop concerning the union Local 1? A. Yes.

Q. Did someone speak to you about it? A. Yes.

Q. Who was that? A Raimundo Bonilla.

Q. Where was this? A. Outside, in the shop.

Q. Where was this? A. Outside.

222 JUDGE DYER: Outside what?

THE WITNESS: When we used to go out for lunch.

Q. As a result of that, did you sign anything? A. Yes, I signed an authorization card.

Q. What did you do with it after you signed it? A. I gave it back to Raimundo Bonilla.

MR. TRUNKES: Your Honor, I don't think it is necessary to show him his card. I'm not going to bother.

Q. You know who Mr. Herman was? A. Yes.

Q. When did you first meet him? When did you first see him this year, if you did? A. I don't remember.

Q. After you signed the card, did you get to see Mr. Herman? A. Yes.

Q. How much after that? A. Outside when he used to come around and so forth.

Q. Did you ever go to the union? A. Yes.

Q. When is the first time you went? A. When we went for the meeting, March 5th.

Q. Okay.

After you went to the meeting March 5th, that was on a Monday, correct?

223 A. Right.

Q. Do you remember the following Friday having a conversation with the supervisor, your foreman, Mr. Segal? A. Yes.

Q. Describe when and where. A. At around 4:15.

Q. Prior to 4:15, did you have a conversation? A. Before that?

Q. Yes. A. Before 4:15?

Q. Before that, did you have a conversation with him, early in the day? A. At about 1:00 o'clock when I came back from lunch.

Q. That's the one I want you to describe for us? A. He had told me he didn't know anything about the union until about 12:00 o'clock so he asked me if I knew about it. I said yes.

Q. Continue.

What did he ask you in addition to that? A. Then about 2:00 o'clock–

Q. Did he ask you anything else at that first conversation? A. No.

Q. Then at 2:00 o'clock you had another conversation? A. Yes. That's when he came over to get a job from me and he asked me if I had

224 signed a card.

Q. What did you say? A. I said yes.

Q. Anything else? You worked alone? A. Yes.

Q. In the washout room, right? A. Right.

Q. You weren't in the same room as the other people? A. No.

Q. You didn't hear him speak to anybody back there, did you? A. No.

Q. You say something happened later in the day? A. At about 4:15 he called a group of fellows and he talked to us.

Q. What did he say? A. He says if you wanted the union, then we can have it. And then he told us that we were going to lose money because the union works for 35 hours basis and that the raises that they told us we were going to have were going to be taken back.

Q. Do you recall anything else at that meeting? A. No, I don't remember.

Q. Do you remember him saying anything about my – about any election in the conversation? A. Yes.

225 Q. What did he say about that? A. He said that if you want the election, we can have one. Then he went back into the office, then he came back out, then he told us we couldn't have it until Monday morning.

Q. Did you come back to work Monday morning? A. Yes.

Q. Did you have an election? A. No.

* * * * *

227 Q. You worked on March 20th? A. Yes.

Q. Worked all day there? A. Yes.

Q. After you finished working, did you have a conversation with Mr. Segal? A. Yes, Mr. Robert Segal came over to me and told me that I was laid off because they didn't have no work for me.

Q. Did he say anything about then when the possibility of returning would be? A. I asked him when will they be calling me. He said he

didn't know.

Q. Had you been told by Mr. Segal, Mr. Katz, Mr. Perrella or anyone else that there was a possibility you were to be laid off at that time?

A. No.

Q. How was work in the plant at that time? Was there – A. Well, it wasn't that bad. It wasn't slow. It was a little slow. Not too much.

Q. It was a little slow? A. Right.

Q. You were working there four years.

Were there other times when things were slow? A. Yes.

228 Q. There were other times when you didn't have enough work to do, is that right? A. Right.

Q. What happened then? A. They used to send me out as delivery boy or I would sit down at the bench and file rings.

Q. What else did you do? A. I used to go to the post office. They used to send me out for the mail at night.

Q. Who is they? A. Excuse me, the company, when they used to send me out.

Q. Who asked you to do these things? A. Segal.

Q. Were you ever laid off at any time prior to this March 20th?

A. No.

Q. You said you were a delivery boy? A. Yes.

Q. When working was slow they gave you deliveries to go out on in the past? A. Yes.

Q. Was there a delivery boy working in the place on March 20th?

A. Yes.

229 Q. Who was that? A. I don't remember his name.

Q. Was he laid off the same time as you? A. No.

* * * * *

231 CROSS-EXAMINATION

* * * * *

232 Q. What was your normal work week, 45 hours? A. 40.

Q. Plus five hours of overtime? A. Yes.

Q. So you were supposed to work 45 hours? A. Yes.

Q. And you would get overtime pay for the five hours of cleanup, wouldn't you? A. Yes.

Q. How long have you been doing that cleanup work? A. Ever since I started there.

Q. As a matter of fact, hadn't the company told you on a number of occasions that you were absent far too much? A. Yes.

Q. Wasn't one of the occasions in February? A. I don't remember.

Q. When do you remember last being warned by the company that if you didn't improve on your absenteeism they would have to let you go?

* * * * *

233 A. When was the day – the month?

Q. Yes, when did they say that to you? A. I don't remember. I remember they told me about it, but I don't remember the month.

Q. Do you recall that you were absent the day during the week ending March 6th, 1973, that you were absent a full day and did not work any of the overtime in cleanup? A. No, I don't remember.

Q. Do you recall that you only worked 31½ hours in the week of February 13th? A. I don't remember.

Q. You worked 31½ hours in the week of February 8th? A. I don't remember.

Q. Do you recall that you worked only 22¼ hours the week of January 23rd, the week ending January 23rd? A. I don't remember.

Q. Do you recall that you only worked 15¾ hours in the week ending January 9th? A. I don't remember.

Q. Do you recall that you only worked 29¾ hours in the week ending

234 January 2nd? A. I don't remember.

Q. Do you have any memory whatsoever of all your absences?

A. No.

Q. You do know there were a substantial number, though? A. Yes.

* * * * *

Q. Now, wouldn't you say that normally you and Mr. Segal got along fairly well? A. Yes.

Q. Did Mr. Segal find your next job for you? A. Yes, he did.

Q. That's after you left Perrella? A. Yes.

Q. Hadn't Mr. Segal warned you prior to March 1973 that you should be careful about bringing coffee in in the morning? A. March 18th.

235 Q. Before March, before the Month of March 1973, hadn't you been warned by him to be careful about bringing coffee in? A. Yes.

Q. Hadn't he told you that you better not let Mr. Katz catch you doing that or there would be trouble? A. Yes.

Q. And when he told you in March 1973 not to do that, he told you that Mr. Katz had issued a flat rule about it? Didn't he? A. Yes.

* * * * *

237 Q. – 20th.

When you were hired as a delivery boy, what was your salary?

A. $70 a week.

Q. You were still doing some deliveries at one hundred ten dollars a week? A. Yes.

Q. When Mr. Segal laid you off, you asked him if it was because of the union, didn't you? A. Excuse me?

Q. You asked him if the layoff was because of the union? A. Yes.

Q. And he said that it was not, didn't he? A. Right.

Q. On March 9th, Mr. Segal told you and the other employees that if you want the union, you can have it? A. Yes.

Q. Then later that day he said if you want an election you can have it? A. Yes.

Q. Mr. Segal told you that the union provided for a shorter work week under its contract than the company had, didn't he? A. Yes.

238 Q. When did you sign an authorization card? A. March 5th.

Q. Do you know what day of the week that was? A. Monday.

Q. Do you remember the time of day? A. At lunchtime.

Q. Where were you? A. In the cafeteria.

Q. Did you normally eat lunch there? A. Yes.

Q. With other employes? A. Yes.

Q. Who were the other employees there? A. The only one that was there was –

JUDGE DYER: That particular day?

Q. That particular day at that lunchroom. A. The only one that was with me was Raimundo.

Q. Just Raimundo? A. Yes.

Q. What did he give you? A. He gave me a card.

JUDGE DYER: 4-N.

MR. HUSBAND: Okay. It's easier to look at them.

JUDGE DYER: It probably is.

239 Q. I hand you Exhibit 4-N.

Do you recognize that? A. Yes.

Q. What is it? A. An authorization card, the application for the union.

Q. Is it the one you signed? A. Yes.

Q. Where did you sign it on that day? A. In the cafeteria.

Q. I'm sorry.

Where on the card did you sign it? A. Right here (indicating).

Q. On the back? A. Right.

Q. You didn't sign it on the front? A. No, until we got to the meeting that day.

Q. You signed the back? A. Yes, I signed it here.

Q. On the back side rather than the front side?

JUDGE DYER: Referring to the back side as the side with the paragraph in English and Spanish, is that right?

MR. HUSBAND: Yes.

Q. When did you sign the front? A. That same day when we had the meeting.

240 Q. When did you fill out the front? A. Excuse me?

Q. When did you fill out the information on the front? A. The same day, March the 5th.

Q. At the meeting? A. Yes.

Q. What was said to you when you signed it at the lunchroom? A. Excuse me?

Q. What was said to you by Mr. – A. We had to fill out the front, the information that we have to give there.

Q. Mr. Bonilla, at the lunchroom, what did he say to you when you signed it? A. I don't understand.

Q. You and Ray were in the lunchroom when you signed it? A. Yes.

Q. What did he say to you before you signed it? A. He asked me to sign the card for the union.

Q. Did he say anything else? A. And he told me the benefits that they had.

Q. That evening you met at the union office with the other employees? A. Yes.

Q. Who spoke there? A. Mr. Lou Herman.

241 Q. What did he tell you? A. I don't remember what he said. I don't recall.

Q. Did he talk about the union benefits? A. Yes.

* * * * *

243 VASILIOS PETRIDIS

called as a witness, having been first duly sworn, was examined and testified as follows:

* * * * *

DIRECT EXAMINATION

* * * * *

244 Q. Do you recall this year – I ask you this question:

Do you recall sometime then in March of this year talking to an insurance man in the shop were you work? A. You mean if the insurance man is coming to our shop?

Q. Yes. A. Yes.

Q. How many times did you see this man in the shop? A. Plenty

245 of times.

Q. Plenty of times? A. Yes, sir.

Q. Did he talk to you in March or April sometime this year?

A. Yes, he did.

Q. Do you know when he talked to you? A. I don't remember exactly the date.

Q. Was it before – did you sign a card for union application?

A. Yes.

Q. Was it before you signed the card or after you signed the card that you say he talked to you? A. After.

Q. What did he say? A. What he said to me?

Q. Yes. A. He said the boss is going to give Blue Cross and Blue Shield to us because we don't have it before.

* * * * *

246 Q. Mr. Segal is the foreman? A. Yes.

Q. Do you remember talking to him in February before the union, about more money for you? A. If he talked to us, to me?

Q. Yes. A. Before the union?

Q. Yes, before the union came. A. All the time we ask for the raise.

247 Q. All the time you ask for what? A. All the time we asked for the raise, before the union, yes. He said they are going to give a raise.

Q. Do you remember if this was before the union? A. It was before the union.

Q. Now, do you remember the day you signed the union card? A. No, I don't remember exactly.

Q. Do you remember the month? A. If I say no –

Q. Okay. A. It might be something like February or March. I don't remember exactly. This is a long time ago. I don't remember.

Q. But you do remember signing a union card? A. Of course.

Q. Do you remember after your signing a union card Mr. Segal talking to you about it? A. Yes.

Q. Do you remember what day that was? A. No.

Q. Did you go down to the union to attend a meeting? A. Yes.

Q. Do you remember what day that was? A. No.

248 Q. Do you remember what day of the week that was? A. I don't remember. Sorry.

Q. Do you remember if Mr. Segal spoke to you before you went to the union meeting or after you went to the union meeting? A. This I don't remember.

Q. But you do remember Mr. Segal speaking to you about the union? A. Yes, sir.

Q. What did he say to you? A. He say if the union come, it's going to be 35 hours I worked a week, no overtime.

Q. Now, what time of day was that? A. I think it's afternoon.

Q. Was it to you alone or with a lot of other people? A. With everybody.

Q. With everybody? A. Yes.

* * * * *

249 Q. – did he talk to you about the card, about your signing the card? A. He asked me if I signed the card.

Q. When did he ask you? A. When?

Q. Yes. A. I think after a few days when I sign the card.

Q. Now, the election was held May 1st? A. Yes.

Q. In the late afternoon, right? A. Yes, sir.

Q. Do you remember talking to Mr. Segal or Mr. Katz early that morning? A. Yes, Mr. Katz talked to everybody.

Q. Now, you were working in the shop, right? A. Yes.

Q. And did Mr. Segal say to you something before Mr. Katz? A. I don't remember. I think he said to us Mr. Katz wants to speak to all of you.

Q. Did he speak to all of you? A. Yes.

Q. Where was that? A. In the showroom, inside the office.

Q. Do you remember what Mr. Katz said that day? A. I don't

250 remember all the words, but the point I remember, he is going to vive the same benefits the union is going to give to us.

* * * * *

Q. Mr. Petridis, I show you General Counsel Exhibit 4-M for identification, in evidence, rather.

Do you recognize that card? A. That's my card.

Q. That's your card? A. Yes, sir.

Q. Did you sign the card? A. Yes.

Q. Who filled out the card on the front, is that your signature, your handwriting? A. Yes, sir.

Q. Where it says name, that's your – A. I can't read this name, number address. I don't know this.

251 Q. That's in Spanish.

Do you know what this is? A. Firm.

Q. Do you know what that says?

JUDGE DYER: That doesn't help us.

Q. Occupation? A. No.

Q. Do you know what this word is? A. This?

Q. Yes.

Do you know what that is? A. No.

Q. What does it say? Didn't you just say something? A. No.

Q. Do you know what this says? A. Yes.

Q. What does it say? A. Social Security.

Q. Social Security? A. Yes.

Q. Do you know what this next to the Social Security says?

A. Date of birthday.

Q. Do you know what that means? A. Yes.

252 Q. How much of this card did you fill out by yourself? What did you put? Did you put your name? A. Yes, I put my name, my address, the company.

Q. Charles Perrella? A. Yes, Charles Perrella, the day I started to work there.

Q. Next to hirde? A. This might be my job because I can't read this.

Q. Did you put something next to that? A. Yes, polisher.

Q. That's your job? A. Yes. I'm a polisher.

Q. Is that your Social Security number? A. Yes.

Q. Did you put that in? A. Yes.

Q. What are these numbers next to polisher? A. 118, I think.

Q. Do you remember putting that in? Is that your handwriting?

A. Yes, that's my handwriting.

Q. That's next to age. A. Now I know what is this.

Q. What is this? A. $180. Now I remember.

Q. You wrote that? A. Yes, I did.

253 Q. How much money a week do you make? A. Now?

Q. No, at that time. A. This.

Q. And the date of birth, did you put that in? A. Yes.

Q. That's your birthday. A. Not this.

Q. The next? A. Yes.

Q. You wrote that? A. Yes.

Q. And you printed your name in? A. This is my name.

Q. Over here before your name, what does it say? A. That's the date, this is the day I think we signed the card.

Q. Do you remember where you got the card the first time you signed it? A. If I remember when I got the card?

Q. Yes. A. I don't remember exactly the day.

Q. But do you know who gave you the card? A. Yes. A. Jose.

254 Q. Jose Rodriguez? A. Yes.

Q. Where was that? A. In the shop.

Q. Do you know where in the shop, do you remember? A. I think in the plate room. I don't remember exactly. It's too long.

Q. Plating room? A. Yes.

Q. Is that also called the washout room? A. Yes.

Q. Is that also where Eddie Rivera worked? A. Yes.

Q. What did Mr. Rodriguez say when he gave you the card?

A. He tell me if I wanted to sign the card for the union.

Q. Did you? A. Of course.

Q. Did he explain to you anything about the union at that time?

A. Yes.

Q. What did he say? A. He says – I don't remember exactly, but he explained the benefits.

255 Q. When you signed that, you knew what you were signing? A. Of course.

Q. You can't read that card, you don't read English too well? A. No.

Q. Did you get help from anyone to read that, to read what those things said? A. I don't remember who did, but somebody did, a few words. Some words I can't understand, some I can.

Q. At the same time, you say you have a brother-in-law, George Sakazellos? A. Yes.

Q. Now, do you remember Mr. Sakazellos coming into the plating room at that time? A. No, I don't remember.

Q. Do you remember Mr. Sakazellos signing his card? A. Yes, he did.

Q. I show you his card, which is 4-Q. A. Yes.

Q. Now, were you present when he signed the card? A. Yes.

Q. Does Mr. Sakazellos understand English? A. No.

Q. What does – A. He understands, but not well.

256 Q. What does he speak? A. He speak Greek.

Q. And you speak Greek? A. Of course.

Q. Who explained, if anyone, to Mr. Sakazellos, what the card said? A. I did.

Q. What did you tell him? A. Anything I knew about the union I told him.

Q. He signed it while you were there, he filled it out? Is that his handwriting by the way? A. Yes.

Q. That's his handwriting? A. Yes.

Q. You saw him write that? A. Yes.

Q. After you filled it out, what did you do with the card? A. Gave it to the union.

Q. To the union or one of the – A. The second time?

Q. The first time. A. First time we gave it to Jose.

Q. The cards are signed here the same date, 3-5, that's March 5, right?

257 A. Yes.

Q. That's a Monday? A. Yes. We was together.

Q. Did you go to a union meeting that night? A. Yes, we was together.

Q. A whole bunch of you went to the meeting? A. A whole bunch.

Q. A lot of people from the place? A. A lot of people.

Q. A lot of people.

Who did you see at the union? Do you know his name? A. No.

MR. TRUNKES: Pointing to Mr. Herman.

JUDGE DYER: All right.

Q. Did Mr. Herman talk to you about the union? A. Yes, he did.

Q. Do you remember what he said? A. He explained about the benefits from the union.

* * * * *

258

CROSS-EXAMINATION

Q. (By Mr. Husband) Jose is the one that showed you that card?

A. Yes.

Q. Did he tell you that by signing it you would get an election?

A. Yes.

Q. He said if you want to have an election you should sign the card?

A. I really don't remember the words.

Q. But he did talk about signing the card to get an election?

A. I don't remember exactly.

Q. Did he tell you that everybody else had signed? A. I don't remember because I don't know if I was first or last, you know what I mean.

Q. I show you the back of the card. There is English on the top of
259 that card.

Can you read it? A. No.

Q. There is a long – there are two paragraphs of writing there.

Can you read them? A. Few words, maybe, but not the card. I can't read it.

Q. Did you sign on the back of the card? A. Yes.

* * * * *

267 Q. Mr. Petridis, this is a card here that you have identified with your signature, right? A. Yes.

Q. Is that the card that you signed in the washroom? A. I think no, your Honor, because we sign the second card in the union shop.

Q. At the union's place of business you signed the second card? A. Yes.

Q. Who talked to you about signing this second card? A. Who talk about signing the card?

Q. Yes. A. Mr: Herman.

Q. Mr. Herman. All right.

What did he say to you about the card, as near as you can remember? A. Can I refresh my memory a little, your Highness?

268 Q. Sure. A. Now, I start to remember something. We signed these cards because we thought these cards we can make election.

MR. HUSBAND: "We can make an election."

Q. Who said that to you, was that Mr. Herman or was it somebody else that said that you? A. I don't remember who was it because we was – Mr. Herman wasn't along over there. I think two people from the union was over there, but I don't remember who said that.

Q. Was it Mr. Herman or was it Mr. Rodriguez back at the washroom? A. Maybe. I don't remember, your Highness. I know we are supposed to sign the card before we make election.

Q. All right.

Now, did either Mr. Herman or Mr. Rodriguez tell you what the purpose of that card was? A. I beg your pardon, your Highness.

Q. The reason for signing the card, what did they say? A. The reason to sign these cards, we sign the cards because we thought – yes, now I remember -- we thought to have over the 50 percent of the shop of the men we can get the union inside.

Q. Get the union inside? A. Yes, sir.

Q. How would you get the union inside? A. We sign the cards.

269 Q. And how would that bring the union inside? A. Because the per cent of the shop from the employees was more that signed it.

My English – I don't feel good because I can't tell the things I want to say. But, say, if we was ten people in the shop, we are supposed to have six cards signed then and then after that the union can come.

Q. How was the union to come in? A. How?

Q. Yes. A. We sign the cards and we have more than that per cent.

Q. After you signed the cards, was anything else to happen, or were you told that anything else would happen? A. I don't remember. Like what, your Highness.

Q. You said something about an election? Were you told something about an election or were you told anything different? A. If I told –

Q. Were you told by either Mr. Herman or Mr. Rodriguez that one of the reason for signing this card was – what? A. Sign this card to get the union.

Q. To get the union? A. Yes, sir.

Q. Did he tell you what that card did? A. I think, your Higness,

270 like I understand, we are supposed to sign the cards to have the union come in the shop.

Q. Were you told that by anyone, that if you signed the card, that

would just bring about an election so that you could then decide whether to bring the union in or not? A. I don't understand exactly what you said.

Q. Were you told that one of the reasons for the card, for signing the card, was so that the union could have the government hold an election to decide whether you should have the union in or not? A. Yes.

Q. Who said that? A. Mr. Herman.

Q. What about Mr. Rodriguez? Did he say anything like that?
A. I don't remember.

Q. Did you say anything to your brother-in-law about an election when you were talking to him about the card? A. Yes.

Q. What did you say to him? A. There is going to be an election.

Q. Did you tell him to sign the card and there would be an election?
A. Yes, anything I understand, I explained to my brother-in-law.

271 Q. Did you say that to him, sign the card and we will have an election? Or did you say, if you sign the card, we don't need an election? A. I don't remember something like that. I don't remember what I said to him.

Q. Do you remember saying anything to him about an election?
A. I don't remember, your Highness, because we talked.

Q. What do you remember talking to him about then about this card?
A. The only thing I understand, like the union is going to be here, we are trying to get the union in the shop, this is the point that I understand. The point I understand I explained to him.

Q. Was this at the shop that you explained this to him? A. We work near, side –

Q. When Mr. Rodriguez first gave you the cards, and you and your brother-in-law were there, what did you say to him at about signing the card?
A. Like I said before –

Q. Tell me again. A. I told him we sign the card to get the union here.

Q. Now, when you were at the union meeting, you signed the same– you signed a different card at the meeting? A. This is the card I signed at the meeting.

272 Q. What did you say to your brother-in-law at that point? A. Explained to him we fill out this card to get the union in the shop, the union needs this card to be – anyway –

MR. TRUNKES: Your Honor, if this is – if I may interrupt, we have a gentleman working in the region who is our election clerk who is of Greek extraction and I know we do use him for Greek translations. Normally it isn't wise to have any employee of the Board –

JUDGE DYER: I don't think that would be the best thing to do at this time.

MR. TRUNKES: Okay.

Q. (By the hearing Officer) At the union meeting, you told him the card had to be filled out? A. Yes.

Q. Did you say to him why it had to be filled out on this side?

A. To belong in the union.

Q. To belong to the union? A. Yes, to start to get in in the union, we are supposed to sign this card, to start to be in the union.

Q. Did anyone tell you that by signing that card you were applying for membership in the union? A. Yes.

Q. Who told you that? A. Not exactly. Say that again.

273 Q. Did someone tell you that when you signed you were applying for membership in the union? In other words, you are trying to become a member of the union? A. Not to try. We were starting.

Q. You were starting a union by doing that? A. Yes.

Q. Turn the card over, if you will.

At any point did anyone read this to you or explain this to you, what it says on the back of the card? A. No, your Highness.

Q. Do you understand what is meant by authorizing the union to represent you? A. I don't understand the word.

Q. Authorizing? A. Yes.

Q. Were you ever told that by signing this card you were saying to the union, you represent me with the company? A. No, nobody tell me.

Q. What were you told them, as best as you can recall? A. Nobody tell me.

* * * * *

274 REDIRECT EXAMINATION

Q. (By Mr. Trunkes) Mr. Petridis, did Mr. Rodriguez or Mr. Bonilla talk to you about the union before they gave you the card to sign?

A. About what?

Q. About going into the union or bringing a union to the shop?

A. He asked me –

Q. Who is "he"? Rodriguez? A. Rodriquez? He asked me if I want to join the union.

Q. To join the union? A. Yes.

Q. What did you say? A. I said yes.

Q. You wanted to join the union? A. Yes.

Q. When you signed that card, did you think the card signing was to join the union? A. Yes, when I sign the card, yes.

Q. When you told your brother-in-law, did you tell him that signing the card means joining the union? A. Exactly when I sign the card, he doesn't ask me any questions, because he saw me sign the card, he signed the card, too. He thinks I understand English, but I don't, too.

275 Q. But you know what it means? Join the union? A. Yes.

Q. What does it mean? Can you explain it to us? A. Join?

Q. Yes. A. How I'm going to explain? I want to go to be union member.

* * * * *

276 LOUIS HERMAN

called as a witness, having been first duly sworn, was examined and testified as follows:

* * * * *

DIRECT EXAMINATION

Q. (By Mr. Trunkes) What is your occupation, Mr. Herman? A. Financial secretary-treasurer of Local 1, Jewelry Workers Union.

Q. They are located where? A. 133 West 44th Street, in Manhattan.

277 Q. In your capacity as financial secretary treasurer, have you been involved with the organization of certain employees of Charles Perrella Ring Company, the respondent herein? A. Yes, I have.

Q. Do you recall in 1973 when you first met any of the employees of Charles Perrella? A. On March 1 in the lunch hour Jose Rodriguez and Raimundo Bonnilla came up to the union office.

Q. Can you tell us the conversation you did have with them?

A. They asked us for the second time to represent them in collective bargaining to get a contract for them.

Q. All right, Mr. Herman, you said the second time. Was there a previous time that you went through this route? A. December 7th or 6th, I really don't recall the day of the money, December of 1970.

Q. What happened? A. I was in contact with Jose Rodriguez from the shop of Perrella and he requested at that time – he said the people in the shop wanted a union. I had given him some cards to have signed. Approximately a dozen cards were given back to me and we did decide to wait until after Christmas of that year not to interfere with any monies due them and in January of that year we would proceed to continue the organizational

278 effort of the shop. In January of that year, I called Mr. Jose Rodriguez at his home and he informed me that the men in the shop no longer wanted

the union and we dropped the matter at that time.

Q. Now, from that time to March 1st, when Mr. Rodriguez and Mr. Bonilla walked into your office, was your union out soliciting any of the employees of Perrella to join your union? A. No, we were not.

Q. Had you been forewarned that Mr. Rodriguez and Mr. Bonilla were coming to your office on March 1st? A. We were not.

Q. Tell us the conversation that occurred? A. We explained the additional benefits that we had secured in our collective agreement of that year and told them that if they – if the men in the shop truly and honestly wanted the union to represent them, I gave the gentlemen the authorization and membership cards, bring them back to the shop and during their lunch hours or during the evenings to get these cards signed by the employees and when we have a sufficient number of cards returned we will call a meeting and discuss the benefits for everybody in the shop that would come to the meeting.

Q. Now, you gave them blank authorization cards March 1st?

279 A. Yes.

Q. Did they sign anything at that time? A. They signed their own cards that afternoon.

Q. In your presence? A. In my presence.

Q. What was the next contact you had with them? A. The next contact with them was – I don't recall – I believe they had brought up some cards on Friday. The next contact after that was after work, 5:00 o'clock on Monday night, they came up with the group of the workers.

Q. Do you recall how many workers came up that night? A. 11 or 12 workers came up.

Q. And can you describe – this was after work, about 5:00 o'clock? A. Yes.

Q. Can you describe for us what happend? A. At that meeting, I

returned some of the cards to the people who had signed them because they were filled out in pencil and explained to them that the board requires them to be in ink. We explained, and when I say we, there was a Spanish organizer, Pedro Ortiz, at that meeting, and he translated everything that I said from the English to the Spanish, and I asked Petridis, did you – due to the fact that no one in the office spoke Greek, to explain it to his brother-in-law, as he didn't speak any English.

280 Q. Do you recall Mr. Petrides and his brother-in-law, Mr. Sakazellos, being at that meeting? A. Yes, I do.

Q. Do you recall what you stated to Mr. Petridis at that time?

A. It wasn't only to Mr. Petridis, it was to everybody in the room. We explained to them what we have achieves since 1913 in our contract and it was something that took many years to get and that we would get for them as much as the contract as we could in the first agreement but not to expect us to walk into their employer and get the contract in its full context in the first year of the contract and that we would have to first, prior to getting a contract from the employer – there were two routes to take, we could file for an election and prior to this election, filing for it, we would go up to their employer and ask for recognition, at which time we would ask for an informal hearing, if that is the wish of the company, if not we would file with the National Labor Relations Board for an election.

* * * * *

284 Q. After you got the cards on March 5th – oh, do you recall how many cards you had after the night of March 5th? A. On the night of March 5th, we had 13 cards.

Q. And do you recall obtaining any further cards that week? A. The following day during the lunch hour or in the evening, Jose or Raimundo came up to the office, I don't recall which one, and gave us three more cards, and the following day another card.

Q. So therefore you had a total of 17 cards? A. On Thursday.

Q. Now – A. Or Wednesday.

Q. Now, after you got the 17 cards, what was your next step?

A. I had the girl in the office draw up a stipulation requesting union recognition and on Friday at 11:30 in the morning, I went to the company to speak to the employer.

Q. When you got to the company, who did you ask for? A. I asked for Mr. Katz.

Q. Why did you ask for him? A. I was told by the workers that
284 he is the No. 1 man.

Q. Did you see Mr. Katz that day? A. I saw Mr. Katz and Mr. Perrella.

Q. Will you describe the conversation that you had with them?

A. I informed the gentlemen that I was there requesting recognition for their people that they have asked us to represent them and that I had a substantial majority of the cards signed by their employees. I took the cards out of my pocket in a bundle, not opening it up, and showed them that I had the cards. Mr. Katz asked me, how would he know that these cards were signed by his employees. I told him that I could not show him the cards, but there is a procedure we could go through to find out if we really represent these people and that was one, have an informal election in the shop or, two, file with the NLRB for an election. He informed me at that time if the men wanted the union, we wouldn't have to go to the NLRB. We would have an informal election in the shop, but he wanted to know what the union contract contained. I told him I didn't have any paraphernalia with me at the time and that I would get it back to him that afternoon. I came back about 3:30 in the afternoon with a copy of our contract and a copy of our hospitalization. The contract was a 1972 contract. We hadn't printed our latest contract yet and we only had a one-year agreement in 1973, so I gave him the – a list that was

285 used in a ratification meeting of 1972, which gave all the increases in our agreement and I gave him the same document that we used to ratify our 1973 to 1976 agreement along with our 1969 to 1972 contract to bring it up to date. I gave him a list or wrote it on one of the documents the cost of the insurance and the pension. He asked me at that time to give him the opportunity to study it and he would get back to me on Monday.

MR. TRUNKES: At this time, I would like to mark for identification General Counsel Exhibit 6.

JUDGE DYER: Before we do, may I ask then what the purpose of – I presume you are planning to offer all these documents in evidence that you have in your hand. What would be the purpose at this time of doing so?

MR. TRUNKES: Simply to illustrate that Mr. Herman did meet with Mr. Katz at Perrella and did request recognition and it was denied. The answer denies all this.

JUDGE DYER: Would this point be refuted, Counsel?

MR. HUSBAND: I would not object to having them in the record.

JUDGE DYER: All right. If there is no objection, let's mark them and bring them in my agreement, all right?

MR. TRUNKES: All right.

Now, General Counsel Exhibit 6 would be the collective agreement between the union and blank, which the witness states –

286 Q. And this is the copy that you handed Mr. Katz? A. Yes.

MR. TRUNKES: Can we get a stipulation?

MR. HUSBAND: Absolutely.

MR. TRUNKES: I offer it into evidence.

JUDGE DYER: Why don't you have them all marked.

MR. TRUNKES: General Counsel Exhibit 7 would be a booklet consisting of – it's a bilingual booklet, your Honor, one side in English and one side in Spanish, showing the health and welfare benefit program of the union and consisting of –

JUDGE DYER: It's the only one we have got in evidence?

MR. TRUNKES: Yes, 23 pages in English and the rest in Spanish. That would be General Counsel Exhibit 7.

287 JUDGE DYER: Off the record.

(Discussion off the record.)

JUDGE DYER: On the record.

Marked and identified have been General Counsel's Exhibit 6, which I understand is a one-year contract, is that correct?

THE WITNESS: 1972 is a one-year contract. '73 is a three-year contract.

JUDGE DYER: GC-7 has to do with the health and welfare of the union, and GC-8 is an addendum to the contract and the testimony is and the stipulation is that these documents were given to respondent and respondent admits that they were received at the time.

MR. TRUNKES: GC-9 – how would you identify that, Mr. Herman?

THE WITNESS: That's our last agreement. This is the '73 to '76 agreement.

The first one '69 to '72.

The first addendum is '72 to '73 and then we have –

JUDGE DYER: Off the record.

(Discussion off the record.)

JUDGE DYER: On the record.

The first document, GC-6 is a 12969 to 1972 contract, is that correct?

288 THE WITNESS: Yes, sir.

JUDGE DYER: GC-7 is the health and welfare booklet.

GC-8 is the one-year document for 1972.

GC-9 is the three-year document for 1973.

The stipulation is that these documents were all received, were given to respondent and received by it at the time of the visit by the witness.

MR. TRUNKES: So stipulated.

JUDGE DYER: And they are stipulated into evidence at this point.

MR. HUSBAND: Yes, sir.

JUDGE DYER: Fine.

GC-6, 7, 8 and 9 are received in evidence.

(General Counsel Exhibits 6, 7, 8 and 9 were received in evidence.)

Q. (By Mr. Trunkes) After you gave these documents to Mr. Katz, did you have further conversation? A. I also told him that I would be filing for an election with the NLRB the same day and if he changed his mind and wanted the informal election, it would be no problem for me to call up the board and cancel the election, the request for the election if we had an informal one and I told him I was doing this in the event he would change his mind not to have it drag out too long.

289 Q. Did you then leave the shop? A. I think left the shop.

Q. When you got back to your office what did you do in regard to the petition? A. I had the petition filled out, cards alphabetized on a sheet of paper as required and sent the required documents to the NLRB by registered mail.

MR. TRUNKES: I think the record shows, your Honor, the cards had been stamped the following Monday.

Q. When was the next contact you had with the employees?

A. The employees?

Q. Yes.

Did you see them any further that day? A. On Friday night they came to the office.

Q. Who is they? A. A group of five, approximately, came to the office.

Q. Do you recall which ones? A. Jose and Raimundo were there.

I believe Palmieri was there. I can't swear to the other two.

Q. What was the gist of that meeting? A. Petrides I believe was there as well.

They informed me that the company told them that if they wanted an election they would have it on Monday.

I informed them if the company is holding an election that they should
290 request that one of the union officials be present at this election and to so state it to the employers on Monday and if no one came to them to ask for the election, they should approach the employer and ask them about it.

Q. The week end then came.

When was the next time you saw the employees? A. Lunchtime that afternoon.

Q. Which afternoon are we talking about? A. Monday afternoon.

Q. March 5th? A. No, Monday the 12th.

Q. I'm sorry, Monday the 12th. A. I saw the employees at lunch time and they informed me at that time that there was going to be an election, and informal election, it was going to go through the NLRB.

Q. Mr. Herman, do you recall attending an NLRB hearing involving the petition with Mr. Katz and yourself and your attorney? A. Yes, sir.

Q. And when was that? A. March 27th.

Q. During the course of that day – who was your attorney at that time? A. Steve Sturm from the firm of Strum and Perl.

291 Q. He is the gentleman who was present yesterday? A. Yes.

Q. Do you recall Mr. Sturm discussing with you any one of the employees in the shop as far as appearing as a witness during that hearing?

A. Yes. During the hearing Mr. Sturm asked me to get in touch with Jose Rodriguez to verify the classifications of the people who work in the shop.

Q. What did you do then? A. I lfet the hearing room and went outside and called the company and asked for Jose Rodriguez.

Q. Do you recall who you spoke to before you spoke to Mr. Rodriguez? A. No, I don't.

Q. Did you eventually speak to Mr. Rodriguez? A. Yes, I did.

Q. What did you say? A. I told him that we would need him. I told him to ask his foreman and his employer, inform them of where he has been requested to go and ask permission to leave the premises and to get down as soon as he could.

Q. Did you tell him where to go? A. Yes.

292 He got a pencil and a piece of paper, I had to wait for him, and I gave him the address and the name of the place to go to.

Q. Did you see Mr. Rodriguez at the NLRB hearing? A. No, I did not.

Q. What time did the hearing end? A. The hearing ended somewhere around one o'clock, I believe.

Q. He had not arrived? A. No.

Q. When was the next contact you had with Mr. Rodriguez? A. The following evening he came up to the office to inform me that he was fired.

Q. Did he tell you what the conversation was between him and any of his employers? A. He told me that Mr. Seegull had told him that he was fired because he came down to the hearing the day before. And I asked him what happened to him.

He told me he got lost.

I then called Mr. Katz and informed him that what he was doing was not proper and that we would be forced to file an objection with the Government, file unfair labor charges against them if he didn't put him back and I wouldn't file, not to hold up the election, as soon as the election was over I would file

293 for his job.

He said he fired him because he has not put in a full week in eight months.

I informed Mr. Katz that I understand that he worked for him for 14 years

and his attendance record was no better or no worse for that entire period and that his foreman, Mr. Seegull, had informed him that he was let go because he came to the hearing and not because of his prior attendance record.

He told me that he hadn't gotten permission to leave and he was a little annoyed at the fact that I hadn't asked him due to the fact that he was here at the hearing.

I told him why I didn't ask him. I couldn't honestly say at the time.

I did call and ask him to ask his partner. I told him I didn't know why I didn't ask him at the hearing.

I just went out and called the company and I instructed his employer to ask his partner, Mr. Perrella, to get permission to leave.

Mr. Katz told me that he never got permission from Mr. Perrella to leave and he put Mr. Perrella on the phone.

I spoke to Mr. Perrella and Mr. Perrella said that he came over to him and said something that he didn't understand, showed him a piece of paper
294 he never looked at and never gave him permission to leave.

He also didn't tell him he didn't refuse him permission to leave, either.

I informed him at that time that I feel that he is creating a problem and he told me he would get in touch with his attorney, find out what he should do.

I told him at that point you are asking a man to lose two days pay until you find out because he told me to get back to him on Friday.

This was on Wednesday. So he said that if there would be no problem if he put him back to work he would pay him for the lost time.

I called Mr. Katz. I got him at 2:30 Friday and he informed me that he is not putting him back. He was so advised by counsel.

Q. Mr. Herman, I show you what has been received into evidence as Respondent's Exhibit 1. A. Yes.

Q. Now, would you identify that document again? A. This is an

organizational leaflet that we distributed to the industry starting first between 5th and 6th Avenue on April 27th.

* * * * *

295 Q. There are a list of benefits on that document.

You may recall during the course of this hearing Mr. Husband asked various witnesses whether they had heard you talk about these benefits.

Could you enlighten us, did you discuss any of these benefits on that sheet on the meeting of March 5th? A. We discussed all of them on the meeting of March 5th.

This was the contract that we had just settled on February 28th with the Jewelry Manufacturers Association and the Associated Jewelers, two associations which have approximately 70 some-odd shops as clients and we negotiate through an association for those shops.

This was the agreement we had settled on February 28th.

I discussed in length with the employees of Perrella these benefits that we had achieved and showed them what you can do in unity.

And we would try to get as much of this for them as we could.

296 Q. During the course of that meeting you had on March 5th, did any employee ask specifically of you what is the purpose of signing the card?

A. Yes, they did.

Q. Do you recall which employee may have asked that? A. Off-hand, no, sir.

Q. Did you have a reply to that to the employees? A. Yes, I did.

Q. What did you say? A. In order to file for an election with the labor board, it is required to have one-third of the people in the shop sign a card but the union doesn't find it a good practice to send in one-third only and we don't send in cards until we have 70 to 75 per cent of the shop signed up.

And this is a procedure required by the NLRB to file for an election.

There is another route to take and that is to pull the company out on strike without going through any form of election, but we feel it is not fair to the workers or the employer.

We give them the opportunity to go through the proper channels and from there you see what you have to do.

Q. If I recall correctly, Mr. Petrides attempted to explain to us something about 50 per cent.

297 He was explaining to the judge six out of ten.

Do you recall saying anything in that light? A. Yes. They asked us how would the election determine, if the union would represent them, and we told them if 20 people were to vote in the election, 51 per cent would have to vote yes for the union in order for the union to get in.

We prefer 75 per cent of the cards, but we find that the employer reaches a few people during that interim of the signing of the cards until the election and we only need 51 per cent so even if he reaches a few and we have 75 per cent to start with, we stand a good chance of getting the 51 per cent.

Q. The membership cards itself says, application for membership. That is signed by the employees.

What is the procedure of your union? When does an employee become or an applicant become a member? A. After 30 days of employment in a union shop they are required by contract and governed by Taft-Hartley to become union members.

We have an open shop clause in our contract. Excuse me, a union shop clause.

I am confusing them. A union shop clause.

Q. Do the employees become members then when they sign the

298 application? A. No, sir.

Q. What is the procedure?

How do they actually become members? A. Non-union members?

Q. What happened to non-union members? A. Well, non-union shop, only after an election in the shop.

If we win the election, get a contract, they would be members of the union.

This has been instituted just recently. I believe I have an old card somewhere. We didn't have both.

We find that it is a time saver to put the application card and the membership card into one card.

It was approved by our attorneys and we felt there was no problem, we had used it in prior elections and there was no objection by the Board and it is for expedience more than anything else.

Q. What happens in the case where you don't have an election?

A. They sign the same card, both sides, because we still need, according to law, the commission of the membership to negotiate an agreement.

So we incorporated both cards. One used to say just authorization and one just said membership.

299 Now it's combined.

Q. I think you mentioned two alternatives, either an NLRB election or you pull the shop? A. Three.

An informal election, NLRB election or a strike.

Q. By informal election, what do you mean? A. That the employer and the union present in the shop set up a little table or hand out pieces of paper to the employees, let them go over in a corner separate, by themselves, individually, not together in a group, and mark yes or no on the ballot on a blank piece of paper, not a ballot.

If they want the union they write yes, if they don't want the union they write no.

They put this into a little box. We count them. If the – if the workers

have voted yes, a majority of the workers have voted yes, the employer agrees to sign the stipulation agreement which says nothing more than they recognize the union as the bargaining agent of the people and then we set up a date for negotiations.

Q. Is this what you had in mind, this procedure, when you first spoke with Mr. Katz and Mr. Perrella on March 9th? A. This is the procedure that we follow 99 per cent of the time.

300 Q. I see.

And I think you mentioned that you also filed for the NLRB election in case they were not in agreement? A. Any time an employer doesn't give me the election that same day, I file.

Q. Does your union have the practice of showing the cards that the people signed to the employer when you first come in the shop, when you or any of your colleagues go into the shop? A. The individual card?

Q. Yes, with the names. A. No.

Q. You never do that? A. As long as we don't have all of the cards. In an instance where we would have every membership signed up, it would be no problem then.

Q. What would the problem be otherwise? A. We wouldn't want the employer to pit – as we have found in the past, when they find that a membership of their shop wants the union, make life miserable for them in the shop.

I am not saying this would be the case here, but in past experiences this has happened.

So we do not do anything like that to jeopardize anybody's position in the company.

* * * * *

301 CROSS-EXAMINATION

Q. (By Mr. Husband) Mr. Herman, when you met with Messrs. Katz

and Perrella on the 9th of March in the morning, you had quite a long meeting with them, didn't you? A. No, sir.

Q. How long do you think it was? A. On the outside, 20 minutes to a half hour, tops.

Q. It was a pleasant meeting, wasn't it? A. Yes, sir.

Q. And you more or less waved the cards at them like that, didn't you? A. Yes.

Q. You said you had a majority? A. Yes.

Q. And didn't Mr. Katz say, well, if that is what the employees want, well, go ahead with it? A. That's right.

Q. Didn't Mr. Katz ask to see the cards? A. Yes.

302 Q. Didn't he say that he would recognize you if you would let him see the cards? A. Not to my recollection.

Q. Didn't he say that, well, if you have a majority, let me see what they signed so we know those are the men's cards, the men's signatures? A. Not to my recollection.

If he did say that, I know I did tell him that we could ascertain that by having an informal election in the shop.

Q. You said you were not in a position to show the cards? A. Yes, sir.

Q. At that meeting, the company asked for literature about the union, didn't it? A. Yes.

Q. You discussed also, didn't you, the fact that the union would find employees for the company? A. Employees for the company?

Q. Didn't the company say that they at times had trouble and difficulty finding workers? A. And we informed them that in the contract there is a clause which states that when an employer needs additional help, that they first contact the union, and if we have this help, we would only be too happy too happy to give it to them.

303 We have 48 hours to produce the person or they can go to the open market.

Q. Later in that day, in response to your – to their request or their question, you brought the union literature over? A. Yes.

Q. But you had discussed it in your earlier meeting, hadn't you?

A. Yes, sir.

Q. In the earlier meeting didn't they mention the fact that they had already announced raises to some of the people? A. Yes.

Q. And didn't you say that you wouldn't want to keep the money out of a man's pocket? A. I said it would be taken into consideration when we negotiated the agreement.

Q. Didn't the company at that – you and the company discussed various ways of achieving recognition? A. Yes.

Q. The company had asked to see the cards? A. Yes.

Q. You wouldn't show them.

Then you mentioned the possibility of a labor board election?

304 A. Yes.

Q. And you mentioned the possibility of an informal election?

A. Yes, I did.

Q. Then the company indicated that they would poll the employees themselves? A. No, sir.

Q. You don't recall Mr. Katz saying that they would check with their employees? A. They said that they would have an informal election.

Q. At the second meeting, on the 9th, how long did you spend with the company? A. No more than ten minutes.

Q. Explaining some of the material you brought? A. I explained to them what it was and Mr. Katz requested the time to study it, that he couldn't possibly go through that material and give me an answer that same day.

* * * * *

305 Q. At the meeting on the 5th – at the meeting with Bonilla and Rodriguez, you explained the benefits received in the 1973 contract, is that correct? A. Which meeting are you referring to, sir?

Q. On May 1st. A. May 1st?

Q. March 1st, excuse me. A. March 1st we discussed not in length, they were on a half-hour lunch break, and we discussed some of the increases

306 over the material that I had given Jose Rodriguez back in 1970.

Q. At the meeting on May 5th – March 5th, pardon me, with the employees you discussed the increases obtained in the '73 contract? A. Yes, I did.

Q. At that time didn't you tell them there was a 50,000 major medical program? A. Yes, I did.

Q. Didn't you tell them that that major medical program of 50,000 also went for dependents? A. Yes, I did.

Q. Didn't you tell them that under the contract there were 120 days full coverage in the hospital? A. Not that year, the following year.

Q. Didn't you tell them that under that contract there was 7,500 life insurance? A. Not this year, next year.

Q. You told them that it was next year? A. In the contract that I discussed with them it was not the contract that I proposed for them.

It was the contract that we achieved for our members who already belonged to the union and informed them that we would get as much of that agreement as we could for them.

307 Q. I hand you Respondent's Exhibit 1 and ask you if you recognize it. A. Yes.

Q. What is it? A. It is an organization leaflet that we distributed for the first time on April 27th, on a Friday.

* * * * *

Q. That states, doesn't it, that the above is only part of what the union has won for Local No. 1 members and their families? A. Yes.

308 Q. And it states 7,500 life insurance? A. Yes.

Q. As a matter of fact, that 7,500 life insurance was not in effect as of April 27th, 1973, was it? A. No, but it has been WON for them.

* * * * *

309 Q. The 50,000 major medical program was not in effect as of April 27, 1973, was it? A. It is.

Q. It was? A. It was. It is. As of March 1, this year.

Q. As a matter of fact, as of March 1, this year, it was only 25,000, wasn't it? A. No, sir, 1972 to '73 is 25,000.

Q. The 120 days full coverage in hospital for members and each member's dependents, that's referred to on that leaflet? A. The contract for next year.

310 Q. But that was not in effect for 1973, was it? A. No. It is not in effect as yet.

Q. And we covered the life insurance, I believe? A. Yes.

Q. When you discussed Mr. Rodriguez after his discharge, Mr. Katz did tell you that he has not put in a full week for eight months? A. Yes.

Q. And Mr. Katz said that he in fact – that Rodriguez in fact had not been given permission to leave, did he not? A. Yes, he did.

Q. And Mr. Katz was present at the hearing when you went and called Rodriguez? A. Yes.

Q. And you knew prior to that hearing that there was some likelihood that you would be calling Rodriguez? A. That's right.

Q. And neither Rodriguez nor you contacted any representative of the company regarding his probable presence at the hearing? A. We felt if we didn't need him we didn't want to jeopardize his position with the company.

We would inform the company prior to the time we needed him.

311 Q. At the time of the meeting on March 5th you explained the purpose of signing the cards? A. Yes, I did.

Q. And that purpose was to obtain an election? A. Yes, as one of the alternatives.

Q. You said you needed 70, 75 per cent of the cards to guarantee – to increase the likelihood of winning an election? A. Yes.

* * * * *

315 MR. TRUNKES: Your Honor, in an off-the-record discussion, responding and charging party and general counsel have been able to arrive at several stipulations which I would like to read into the record.

JUDGE DYER: All right.

MR. TRUNKES: And the first group, for your information, your Honor, is – pertains to the layoff of Mr. Rivera on March 20th, and the record indicates that as of – that Mr. Rivera –

JUDGE DYER: When you talk about the record, you are talking about the company records?

MR. TRUNKES: Right, that were checked by myself and by Mr. Katz and by Mr. Herman, show that Mr. Rivera was hired September 2nd, 1969, and after his hiring, the following people were hired with the dates and their rate of pay as of March 20th as follows:

Espinoza, hired September 21, 1970 and received – and when I say 4:25, that would be his hourly rate as of March 20, is that correct, Mr. Katz?

316 MR. KATZ: Yes.

MR. TRUNKES: DeClemente, hired September 21, 1970, $5.25.

Espina, January 5, 1971, $6.25.

Somos, hired October 5, 1971, $6.50.

And Antirak, 11-24-71, $4 an hour.

Longobardi, July 26, 1971, 4.75.

The next name looks like Noraye, hired July 14, 1970, 6.75.

Edwardo Rivera, hired April 11, 1972, $5.

Maniatis, hired March 1, 1972, $4 an hour.

Anthony Mason, July 12, 1973, $3 an hour.

Pincus, July 27, 1970, $4.25.

Bravo, February 12, 1973, $3.50.

All those employees who were on the payroll of March 20th it is our contention had less seniority than Mr. Rivera. We will also stipulate that as of that date on March 20th Rivera's pay rate was $2.75 an hour.

Now, the following employees –

JUDGE DYER: This is pay rates as of March 20, 1973?

MR. TRUNKES: The date of the layoff. Now, the record also states and we are stipulating that the following five employees were hired following the layoff of Mr. Rivera.

Pedro Campos, April 27, 1973, at $5.00 per hour. It looks like Garip, last name Karnik, hired April 24, 1973, $3 an hour.

317 George DaCosta, hired June 4, 1973, $4, an hour.

G. Maadanian, hired June 25, 1973, $5 an hour.

And Mark Chaddock, hired July 18, 1973 –

MR. KATZ: A safe estimate would be $90 a week.

MR. TRUNKES: And that's about –

JUDCE DYER: That's $2.25 an hour.

MR. TRUNKES: Now, the next stipulation, your Honor, relates to wage increases that were given to the following six employees on March 20th of 1973, wage increase of Ten dollars each, to employees Nonito, Espina, Somos, Kryiokas, Vincenzo Giambetone, Norayr Epprem.

The next one, Anonio Longobardi, and Pincus, Joseph Pincus. Those six all received wage increases of $10 on the week of March 20th.

The next stipulation is that all of the unit employees, including the six named Just now, received wage increases on April 20th, and I do believe

either ten or twenty dollars a week, is that correct, Mr. Katz?

MR. KATZ: Right.

MR. TRUNKES: And that would be all the unit employees. I don't think it is important to determine which ones got ten dollars or which ones got $20, for our point.

JUDGE DYER: All right. I take it that all parties so stipulate to these four stipulations?

318 MR. HUSBAND: So stipulated.

JUDGE DYER: All right, the stipulation is received.

* * * * *

350

26 Federal Plaza
New York, New York
Thursday, September 20, 1973

* * * * *

352 CHARLES PERRELLA,

having been first duly sworn, was examined and testified as follows:

* * * * *

CROSS EXAMINATION

* * * * *

359 Q. Do you recall getting a telephone call from him on the 28th?

A. I never spoke to Mr. Herman over the phone, other than he made himself present at my office.

That is the only time I spoke to Mr. Herman.

Q. In other words, Mr. Perrella, you weren't here yesterday? A. No.

Q. And if I tell you that Mr. Herman testified under oath that he had a telephone conversation with you on the 28th, you would say that definitely is not true? A. It's not true. I never spoke to Mr. Herman.

Q. Not that you don't remember but it is definitely not true?

A. No. Let's put it this way:

There are a lot of people that call for Mr. Perrella at all times.

And a lot of people impersonate me, believe me. It's a known fact. Because I can't be a telephone operator all day long, you know.

If I want to be on the phone, I'll become a telephone operator.

360 And I never recall speaking to Mr. Herman. We had quite a few discussions together with the presence of Mr. Katz, and that's the only time I spoke to Mr. Herman.

And very briefly did I speak to Mr. Herman. I let him do all the talking.

* * * * *

363 Q. The question really is, did you take part in the discharge of Jose Rodriguez? A. We discussed it, both of us, and we came to an agreement that he should be discharged due to his background.

* * * * *

367 Q. (By Mr. Trunkes) You said you had a discussion with Mr. Katz about letting Mr. Rodriguez go, is that correct? A. Yes.

Q. Now, what was the reason why you let him go? A. Well, the last time it was sometime in January that we fired him, see, in January sometime.

368 I don't remember. I can't recall the date.

And after that Jose went to Mr. Katz and asked for his job back.

So Mr. Katz said to me – said to him that he'll speak to Perrella and see whether he would consider taking you back.

So we decided after to give him one more chance and we took him back after that.

Q. Now, I will ask you why you were firing him in January. A. His attendance, my man, because you can't conduct a business when sometimes you have three, four, five men out at the same time.

And this happened constantly.

The man never put in a full week over a year. He always gives cock and bull stories, one thing to another.

You know, you get to a point of no return.

So at that particular date I told him he was fired, that's all.

Q. This is because of his attendance? A. His attendance.

Q. How was his attendance from January until March 28th? A. Well, I couldn't tell you unless I look at the records, except when I go to the phone
369 for certain type of work that I promised customers that should go out, and he tells me he didn't show up, he didn't show up.

Put yourself in my respect and you would do the same thing I would do. That's all.

Q. In other words, other people didn't show up besides Mr. Rodriguez? A. At that particular day there was four or five of them out.

Q. But he was the only one you fired, right? A. Well, because due to his record, his past record, like I said. His attendance was very poor.

Q. Why did you choose the day of the 28th of March to fire him? A. Why did I choose – because we got to a point that this is it. This man is not reliable.

* * * * *

370 Q. What did you consider on the 28th specifically to let him go that day? A. That we send him away because–

Q. What– A. The next morning I come in and Mr. Katz and myself had a discussion.

He said Mr. Rodriguez has to go.

Q. Mr. Katz said that.

Did he tell you why he had to go? A. Because he left the place without notifying him because he was down here at the hearing and that's the reason
371 why we let him go.

Q. So that is specifically why you let him go? A. Right.

Q. Because he left the place without notifying Mr. Katz? A. Right.

* * * * *

376 J. HOWARD KATZ,

having been first duly sworn, was examined and testified as follows:

* * * * *

DIRECT EXAMINATION

Q. (By Mr. Husband) Mr. Katz, are you employed at the Perrella Ring Company? A. Yes, I am.

377 Q. Are you related to the other Mr. Katz that is present here?

A. Yes. I'm his son.

Q. Were you working there in the spring of this year? A. Yes, I was.

* * * * *

Q. And where did you go, to work? A. I was at my office that morning.

Q. Did you have any phone conversations with anyone purporting to be from the union that day? A. Louie Herman called me.

378 Q. What did Mr. Herman say?

Did you just answer the phone? A. I answered the phone.

Q. When you answer you don't normally give your name or anything, do you? A. Probably said Charles Perella Ring Company.

Q. The company's name? A. Yes.

Q. What did Mr. Herman ask you? A. He asked if he could speak to Jose Rodriguez.

Q. What did you then do? A. I looked for Mr. Perrella. He wasn't there.

And then I asked Bob, I told Bob, our foreman, that–

Q. Bob Seegull? A. Bob Seegull, that Mr. Herman wanted to speak to Jose Rodriguez.

Q. And Bob picked up the phone, is that correct? A. Yes.

* * * * *

383 MURRAY M. KEYES,

having been first duly sworn, was examined and testified as follows:

* * * * *

DIRECT EXAMINATION

Q. (By Mr. Husband) What is your work, Mr. Keyes? A. I'm an insurance, life insurance man and insurance broker.

Q. Broker in all lines? A. Right, all lines.

Q. You have Perrella Ring Company as a customer? A. I do indeed.

* * * * *

384 Q. Did they have in the calendar year 1972 any form of hospitalization insurance? A. Yes, they do.

Q. Could you describe it? A. Yes.

It was a hospitalization program provided benefits that were not really substantial but it was a form of coverage that we had in there for years.

We originally started with a smaller amount and then upgraded the policy as the years went by.

Q. In '72 had you, or at any time prior to '72, had you and Messrs. Katz and Perrella ever discussed the adequacy or lack thereof of the coverage of their policy? A. I've discussed this matter with Mr. Katz over the years.

We've always considered upgrading the policy.

Q. Was there any conversations about this in 1972? A. Yes. At the tail end of '72, just about the tail end of '72.

I had decided it was about time that I pushed the matter, frankly, for my own benefit, because we had been sitting on it for some time. And con-

385 sequently I had a proposal drawn up by an insurance company and brought it to the attention of Mr. Katz and Mr. Perrella who revised this.

I believe, I'm not too certain, but I'm sure it was at the tail end of 1972.

And at that time Mr. Katz and Mr. Perrella said whether there was a possibility of modifying the contents because the rates seemed to be excessive and perhaps I could come up with something substantially better than the contract they currently had and yet not cost them as much.

Q. Did they make any mention, that would be still in late '72 – well, in late '72 or early '73, I would like you to tell me the time if you answer the question in the affirmative, did they or you make any mention of the Blue Cross, Blue Shield? A. Actually, what had occurred is that I had come by and then subsequently brought up another proposal, discussed another proposal with them.

And then sometime, as I recall, in the early part of 1973, I believe it was Mr. Katz who said to me, look, the thing that I think would go best with the men, because they are indoctrinated to think along certain lines, would be something that they would be familiar with and why not get them Blue Cross
386 and Blue Shield.

Q. And what did you say to this? A. Well, since Blue Cross and Blue Shield are direct writers and I don't benefit by doing my business with them, I asked Mr. Katz if he would bear with me and we would hold off awhile and let me investigate the possibility of doing something else with other companies.

And of course, what occurred thereafter, I went ahead and called several other companies, got some other rates.

And it happened that Mr. Katz, after coming back to him with these things, felt that he would still be better off getting the Blue Cross and the Blue Shield to these men because it was something that he felt they would really be familiar with.

In other words, it had a name value.

Q. Did you have any discussions with employees of the Perrella Ring Company in February or March? A. I really don't know the time.

I do know, however –

Q. Well, let me ask this.

Was it in '72 or '73? A. No, it was in '73.

Q. Was it – A. Excuse me.

387 Let me see if I can get myself cleared up and enlighten myself in a sense.

What occurred, when Mr. Katz had said to me ultimately, look, let's go ahead with the Blue Cross and Blue Shield, you call them and arrange for it and do me a favor, go in there and tell the men we are getting them Blue Cross and Blue Shield, and this is exactly what I did.

But I can't incidentally pinpoint the date.

Q. Did you at any time talk to Mr. Katz about a unionization attempt that was going on, that the Jewelry Workers Union was attempting to unionize employees at the Perrella Ring Company?

Did you ever discuss that with Mr. Katz? A. No, I never did.

Q. You didn't discuss it before — A. Excuse me.

Let me see if I can, once again, get this clear.

The —

Q. Well, you went out and — you went out to the plant at Mr. Katz' request.

And what did you say to the employees? A. I explained — at the time, let me just see if I can add a little to that.

At the time that Mr. — the group life insurance program they had in
388 force at that time provided $5,000 in benefits.

And we have this modified hospitalization contract with them.

When Mr. Katz told me, listen, I want you to get the blues for the people there, the first thing that ran through my mind was I was going to lose a deal on that because my health plan was going to go down the drain.

So I said to Mr. Katz, well, as long as we are going to give them the Blues, is there a chance we might be able to upgrade their group life insurance from 5,000 to $10,000.

So he said, well, then go ahead and do that.

And so I went in and spoke to the men and indicated to them that we were going to — because, prior to this time I had heard some gripes from them.

The plan we had in force hadn't provided sufficient maternity benefits and had not provided the — let's go back.

At the time we put the plan in, the plan was adequate.

But what has happened to hospitalization costs over the years is that they were becoming too much to cope with.

Consequently, this was the reason I had pushed for another plan, and
389 this was the reason I had pushed for the additional life insurance.

* * * * *

Q. Now, was the Blue Cross put in at the time you announced it?

A. No.

* * * * *

391 CROSS-EXAMINATION

Q. (By Mr. Trunkes) Mr. Keyes, how many times did you speak to the employees in the plant? A. Once.

* * * * *

392 * * * * *

A. To the best of my recollection, let me say it rather forceably, I spoke to each man once as it relates to this particular item under discussion at this moment.

* * * * *

395 Q. Now, is it my understanding then to your recollection, sir, you did not return to the shop at a future date and speak to them again?

A. That is absolutely certain, without a doubt.

* * * * *

396 Q. You stated you spoke to Mr. Katz about this Exhibit 1 that Mr. Husband showed you? A. Yes.

* * * * *

398 Q. Now, had you discussed any of this with Mr. Katz and with Mr. Perrella before you went to the employees? A. No.

* * * * *

401 Q. I'm a little confused.

You spoke to the men first in March sometime? A. Right.

402 Q. And it was sometime in April you think that you spoke with the circular, Respondent's Exhibit 1? A. Right.

* * * * *

403 Q. Sometime approximately in March you talked to them about the Blue Cross, about life insurance and they agreed to give you this extra business in March? A. Right.

* * * * *

A. May I, first let me go to the extent that I did not speak to Mr. Katz about the Blue Cross and Blue Sheild. He spoke to me.

I wouldn't mention the Blues to him, all right.

Q. You had a conversation. A. I had a conversation with him relative to it, all right.

404 Now, sometime in March – I really don't know whether it was the middle of March, the tail end.

I don't believe it was the tail end. I believe it was the early part of March, he said, let's go ahead with the Blues.

Shortly thereafter I spoke with the men about it. And at that time indicated to the men, sometime in March, to the best of my recollection, that we were going to put the Blues in.

And we were going to increase their life insurance to $10,000.

Q. Now, may I ask, sir, is this a normal practice of insurance agents and group insurance to talk to employees? A. Absolutely is.

Let me – excuse me, sir, I don't want to interrupt.

Any time an employer does something for an employee that is beneficial to the employee, it is my contention from the standpoint of good human relations, it is a good idea to let the employee know that the employer has done something for him.

And I've done this with other organizations as well.

* * * * *

407 Q. Now, so chronologically, you made the contract sale of – for the increased benefits and they stated that they would be giving Blue Cross, Blue Shield.

You spoke to the men and told them the employer was giving them increased Blue Cross and Blue Shield and also increased life insurance benefits? A. Right.

Q. You thereafter returned some weeks later and had another discussion with Mr. Katz pertaining to the benefits that the union was giving on Respondent's Exhibit 1, is that correct? A. Yes.

Q. And I want to ask you, after that discussion – well, what was the purpose of that discussion, since you had made your sale? A. Let me explain, if I may, briefly.

At this particular time they have a jeweler's block policy that comes up for renewal in October.

Now, that is a warranty policy. And it depends a great deal on the – since it's a warranty contract, everything has to be very accurate.

We need inventory figures, we need other figures.

So what I've done, because Mr. Katz and Mr. Perrella are busy people, I get up there as promptly as I possibly can, and we still haven't done this,

408 and I bother them because I need certain information from them.

And I do get up there, and my seeing this form, and I am laying it out, my seeing this form was not because either Mr. Katz or Mr. Perrella had said I want you to look at it, but because I've been on this for some time trying to get this jeweler's block set up.

This was my underlying consideration.

This was the reason I get up there with frequency.

In other words, it isn't a question of my going and saying to Mr. Katz, I'm coming up to sell you something. It's just I caught them because I realized if I don't grab them on this thing, I get a letter from St. Paul's saying

listen, we are going to cancel the contract unless we get these figures.

Q. The next question, sir, who initiated the conversation with this document, Respondent's Exhibit 1? A. When I went up to see Mr. Katz and Mr. Perrella, as it relates to the jeweler's block contract, Mr. Katz said, have you seen this?

I looked at it. And I said, what do you think of it?

And he said, what else did they give you.

And he showed me another sheet and I said, this doesn't look consistent because I sat down and looked at the sheet because the book said one thing
409 and the book said another.

Q. After you had this discussion, did you make any further agreements with them for an increased policy coverage? A. No, not at all.

* * * * *

410 GERALD KATZ,

having been first duly sworn, was examined and testified as follows:

* * * * *

DIRECT EXAMINATION

* * * * *

417 Q. Did you have a meeting with Mr. Lewis Herman on March 9th?
A. I did.

Q. At that meeting did he have any authorization cards or little cards with him? A. He had authorization cards with him.

Q. What did he do with them? What did he say about them?
A. He said he had enough authorization cards to represent the men in the ship.

Q. What did you say to that? A. We were in agreement, both Mr. Perrella and I, that we would accept a union in our shop if this was the wishes of the employees.

I requested permission to see the cards and I was refused it.

Q. Did you talk to him any about talking to the employees?

Give us the full conversation that you recall. A. We had a discussion to the effect that we were willing to accept the union if he had a majority at that time.

Of course, he'd have to prove that majority.

At the same time we were curious about the rules and regulations and
481 the conditions of employment that were coming into effect with the new contract.

We requested literature.

And that very same afternoon he brought us a complete set of documents, illustrating all the information that we required.

Q. Was there any discussion of polling employees or talking to employees during that meeting? A. When he refused us the cards we said we tried to sound out the employees and find out what their sentiments were.

Q. Did he say anthing about that? A. He said nothing about that.

Q. Was there any discussion of wage increases with him? A. Yes.

During the course of the conversation we had advised him that a wage increase had already been granted.

It hadn't gone into effect yet.

This is during a period of time when business was rather slow and we couldn't push things too fast.

We had notified each and every employee that a raise was coming previous to this meeting.

Q. What is your company policy on increases?

Is there any company policy on increases? A. There is no set policy. Sometimes it is an individual proposition where a man proves himself
419 worth more, comes in and discusses it with us.

As a general rule, though, we feel the need, when it is necessary for a raise.

We sometimes make it on a blanket basis. It has been done on previous occasions.

Q. And is it ever sometimes in response to employee request?

A. Employee–

Q. Request. A. Yes, sometimes individual employee's requests, yes.

Q. So– A. It is a flexible policy.

Q. So it is haphazard or flexible – A. Not haphazard, no.

Q. When you say not haphazard, what? A. You just don't indiscriminately give out raises.

If a man wants it and can prove he is worth it, it has to be shown.

When we feel the need for a raise throughout the shop, then we give a general raise.

Q. Did you have any discussions in '72 with Mr. Keyes regarding your health insurance coverage? A. A Mr. Keyes is in our place quite often and we discuss insurance very frequently.

420 In the latter part of '72 I think we first began to talk about changing of the hospitalization plan, as such.

And he was to bring us some propositions to show us some information.

Q. When was this? A. The end of '72.

Q. Did he? A. He did.

He brought us plans, not one but several. Each time he brought them they were rather expensive.

Q. Do you recall discussing the plans with him? A. This is something we have been discussing for a long, long time, even way before this.

But each time I brought up the subject he seemed to indicate that it wasn't as favorable.

However, the men in the shop had shown me that some of them had individual Blue Cross plans in addition to our plan.

I began to realize that this is the thing that they wanted.

Q. Now, when were you aware that some employees in the shop had individual Blue Cross? A. I would say during the latter part of '72.

Q. Did they deduct – do they pay through you or pay individually?

421 A. No.

They had their own private Blue Cross plans.

Q. That they paid for? A. They paid for themselves.

Q. And it wasn't a group through the company, even though the employees paid? A. No.

It was two or three who had shown me their cards.

Q. And this was in addition to whatever benefits the company provided?

A. Correct.

Q. Did you at some time say, look, I want the Blues, to Mr. Keyes?

A. Oh, more than once.

Q. Well, at one time?

Was there any one time at which – A. I'll bet I asked for the Blues years ago.

However, in recent times it was the end of 1972 I was talking about Blues.

Then he brought in these other plans. And then again I repeated I wanted the Blues, because the price was so high on these private plans.

Q. Was there any one time at which you directed him to get the Blues?

422 A. Yes, there was.

Q. Do you recall when that was? A. I can't give you a precise date either but it was in March.

Q. Do you recall when it was in relationship to the union demand?

A. No.

Q. When you told him you definitely wanted the Blues, and he was to be the instrument of your will to put them into effect, did you have any further discussion about informing employees? A. Well, this was his normal procedure.

There was no need for a discussion to that effect.

He always went right into the shop, this time and on previous times.

As a matter of fact, he is a go-getter and has been writing policies on individuals in the shop, too.

Q. Oh. A. He is a man you can't keep out of the shop.

Q. Some increases that you put into effect were put into effect in March, is that correct? A. I believe so.

Q. There were other increases put into effect in April? A. That's right.

423 Q. Why was there a disparity in time? A. Well, the promise was given in February and we couldn't afford to give it at that time.

And I piecemealed it because that's the way I felt I could afford to do it.

Q. What was the basis of selection for the people who received it in March? A. I thought the men who were most qualified, most skilled, most productive for the company were the ones who got it first.

Q. Did they tend to be higher paid? A. They are higher paid.

Q. Over-all in your place of employment, your company, are there any groups where you have a labor shortage? And are there any areas where there is a labor surplus? A. At the upper end of the scale there is always a labor shortage.

You can never get enough highly skilled men.

And it is simple enough to get a helper because there are no qualifications.

Q. How would you characterize the people who got the raise in March? A. As the men at the upper end of the scale, the most skilled, the ones most necessary to the operation. I would say the key men.

424 Q. What was the general condition of your business in March?

A. The general condition of the business –

Q. In the – A. – through the whole early part of the year has been very poor, because you are faced with a gold situation, a sharp rise in

price and the holding back of purchases by the retailers.

Instead of getting quantity orders, are – we are getting small, individual orders.

Q. Have you had other slow periods? A. Nothing like this ever.

Q. Do you have any sort of policy, formal or informal, about lay-offs at your place, for separation of employees? A. Any policy?

Q. Do you have any policy – A. It makes sense to lay off where possible the least skilled. That makes sense.

We can always replace them. But we can't replace them at the other end of the scale.

Q. When things get slow, was there any formal policy regarding lay-offs at your plant?

In prior years. A. In prior years?

425 Q. Yes. A. I'm trying to remember. Let's see now.

I don't recall. If it had happened, we do it the same way, take a man at the bottom of the scale. Because we could shift people of better jobs into the lesser jobs to cover us.

Q. You laid off Edgardo Rivera? A. Yes.

Q. Why was he chosen? A. Least skilled of the production group, least necessary for the production itself.

Q. How did his salary compare with that of others in the production group? A. It is at the low end of the salary schedule.

Q. How long had he been doing work other than delivery work on a regular basis?

Q. There was nothing regular about his job. There would be times when he would be doing regular work and then errand work, then regular work and clean-up work.

It was interspersed, one with the other. There was no definite program.

Q. Did you have a discussion with Mr. Rodriguez in JANUARY?

A. Yes, I had a discussion with him because of his absences.

426 Q. What was the nature of the discussion? A. This was the – well, serious absences and we fired him at that time.

Q. Who fired him? A. Mr. Perrella and I always are in agreement when something happens.

The two of us made the decision, of course.

Q. But who told him? A. Well, it's the foreman's job to fire.

Q. After you directed the foreman to tell him that he was let go, did anything else happen? A. Yes. He went back to the foreman, wanted his job. The foreman directed him to me. He came in and asked for his job back again.

After a little pleading I agreed to it and simply went into speak with Mr. Perrella to get his consent.

Q. Do you remember the day of the hearing at the labor board in the representation case? A. Yes.

Q. When Mr. Gelbwaks was representing you? A. Yes.

Q. And you were down at the labor board? A. Yes.

Q. And Mr. Gelbwaks was there and Mr. Herman was there for the union? A. Yes.

427 Q. And Mr. Sturm? A. Yes.

Q. Did anyone say anything to you about obtaining an witness?

A. No.

Q. When were you first aware of Jose Rodriguez' absence from work during part of that day? A. When I returned to the plant.

Q. How were you made aware of it? A. The foreman informed me accordingly.

Q. What did he say? A. He said that Jose had left the shop without permission.

That was the full extent of it.

Q. What did you thereupon do? A. I took out the attendance records which we had discussed previously back in January and I traced it forward to the present date and I found that in March he had a couple of more weeks. March, yes.

In March he had a couple of more weeks with days out. And this is just a repeat of the old promises to keep a good attendance record.

And he had failed to keep his promise.

Q. What did you then do? A. I made a decision to let him go at
428 that time.

However, I didn't notify him. Mr. Perrella wasn't there. I waited until the next day. When we were in agreement, I called the lawyer for counsel as to whether he thought this was proper or not.

By the time I got to him it was the end of that day. He assented and we simply had to let him go.

JUDGE DYER: Off the record.

* * * * *

ROBERT SEEGULL,

having been first duly sworn, was examined and testified as follows:

* * * * *

429 DIRECT EXAMINATION

* * * * *

431 Q. Did you have any discussions in February with employees regarding wage increases? A. Yes.

I informed each and every employee that they were going to get a raise.

Q. Who directed you to do that? A. My employers.

Q. Did you tell the amount of the raise to the people? A. Yes, sir. It was a flat $10 each.

* * * * *

433 Q. Do you recall the day of the hearing at the labor board in late March, 1973? A. Yes.

434 * * * * *

Q. Did anyone come in to see you and say there was a phone call from Mr. Rodriguez? A. No. I received the information over my phone.

Q. From whom? A. From Mr. J. Katz.

Q. What did you do then? A. I called Jose Rodriguez to the phone in my office. Let him talk.

Q. Did you hear what he was saying? A. No, I could not hear what he was saying.

435 Q. Was he writing anything down or making any notes from the conversation? A. No, not that I know of.

Q. What did he say to you after the conversation terminated?

A. He said the union called him up and he had to go down.

Q. Did he say anything else? A. No, nothing.

Q. Did you say anything else? A. No.

* * * * *

Q. When did you later see him that day? A. It was later on in the afternoon when he came back, somewhere around 2:30, 3:00.

Q. Did he then go back to work? A. Yes.

Q. Did Mr. Katz subsequently tell you that he wanted to take some action regarding Jose? A. Yes.

Q. What did he say? A. He said it was an unauthorized absence, never should have left without permission, and discharge him.

436 Q. Did you then talk to Mr. Rodriguez? A. Yes.

Q. What did you say? A. I told him that I was discharging him under orders of Mr. Katz and Mr. Perrella, and that was it.

JUDGE DYER: Mr. Seegull, you are dropping your voice.

Would you keep it up a bit so we can hear you.

THE WITNESS: I'm sorry.

Q. Did you say anything else?

Did he ask the reason for the discharge? A. At that time, no. He just shrugged his shoulders.

Q. Did you give him the reason for the discharge? A. I said one of the reasons was many absences.

* * * * *

Q. How would you evaluate, as compared to all the production employees, the skill level required for the work that Mr. Edgardo Rivera performed? A. Well, I would say it was very menial and not a high degree of skill, very little.

Q. Which work are you talking about now, the delivery work?

A. The delivery work and in the wash-out room.

437 Q. What is the skill level required in the wash-out room? A. Very little.

Q. Did Mr. Katz or Mr. Perrella discuss the possibility of a lay-off of any employee in March of 1973? A. In '72?

Q. '73. A. Yes.

We all discussed it. Business had fallen off to an extent and tighten up as much as we could.

Q. Were you directed to take any action regarding any employee?

A. Yes.

Q. Who – A. I laid off Edgardo Rivera.

Q. Were you directed to lay him off? A. Yes.

Q. Was there any discussion between yourself and Mr. Katz regarding who should be selected for lay-off? A. Well, that I believe was left more or less up to me, the one who I could spare the most, and not hurt the production of the shop.

Q. Well, did you suggest Mr. Rivera or did Mr. Katz suggest Mr. Rivera?

A. I think it was mutual.

* * * * *

439 Q. When did you first learn of a unionization at Perrella Ring?

A. On Friday, when it came out in the open.

Q. Friday, what day? A. Friday afternoon. On the end of March or thereabouts.

I mean, the day that I believe Mr. Herman come up. The employers informed me that the place was being unionized.

Q. What did you do after that? A. Well, I called a meeting of the men and asked them who wanted it and who didn't.

And at the time I got no concrete answers. Everybody said they signed it, which I knew later on was wrong.

Q. Did some employees tell you they hadn't signed? A. Well, afterwards I found that out, yes.

Q. You say afterwards? A. After an hour or so.

Q. Now, did you talk to them about the company's attitude toward unionization? A. Not the attitude, no.

440 I just pointed out to them that we were working a forty-hour week and that if the union comes in, to the best of my knowledge, it would be a thirty-five hour week, and that was it.

Q. Did you say anything regarding their right to have a union if they wanted it? A. I said it's perfectly all right with them if they wanted it.

If they have a majority of the men I'm sure nobody can be against it.

Q. Did you mention anything about an election to them on Friday, the 9th? A. Well, out of curiosity, I did.

Q. March 9th? A. At that time, to find out where everybody stood.

An election, I mean, a slip of paper, yes or no.

Q. Why didn't you conduct one on the Friday? A. Well, Friday is a very, very hectic day, especially at night.

We do quit earlier.

Q. Why do you quit earlier on Friday? A. Well, it's because it's the sabbath. And it was too busy to do anything right then and there.

I had said, all right, let it go until Monday.

441 And then Monday I was told I shouldn't do it, let the labor relations board take care of it.

Q. Who told you that? A. Mr. Katz.

* * * * *

Q. After Rivera was let go, did you make any attempt to find a job for him? A. Yes, I did.

Q. Were you successful? A. Yes.

* * * * *

I have a few more.

Q. (By Mr. Husband) During the period of March 9th to May 1st, did you tell any employee that if the union came in he would lose his job?

A. No.

Q. Did you tell any employee that he would lose any benefits from the company if the union succeeded? A. Well, the only thing I told them was that there might be a loss of hours, no other benefits lost.

Q. What do you mean by loss of hours? A. Well, if the union came in – I was a union man myself for a long time.

442 If the union came in, we had always worked a thirty-five hour week.

Q. In a union shop? A. Yes.

And that's the only thing I told them.

Q. You mean as compared to the forty-hour week at Perrella?

A. Right.

* * * * *

CROSS-EXAMINATION

Q. (By Mr. Trunkes) Mr. Seegull, on the gentlemen who were billed and

446 Q. You stated in February you told each employee under direction of either Mr. Katz or Mr. Perrella that they were to get a flat $10 raise?

A. Yes, sir.

Q. Now, did these people specify that $10 amount to you? A. Yes.

Q. And you relayed it to the employees? A. Yes, sir.

Q. Did there come a time in March when you told the employees that you

were rescinding this policy? A. Yes.

Q. When was that? A. Sometime in March.

Q. After it was generally known that the union was there, is that correct? A. I guess it was.

447 JUDGE DYER: Excuse me, I can't hear you.

THE WITNESS: I'm sure it was.

JUDGE DYER: All right, thank you.

Q. Did you speak to them in a group when you told them? A. I don't know whether that came up in the discussion on that Friday or not.

I can't honestly tell you. But I did tell the men that it had been rescinded.

Q. Under what authority did you make that statement? A. From my employers.

Q. Tell us what your employers told you. A. That in lieu of the fact that business is not too good right now, that it is rather slow, that they decided against it, against giving a raise.

Q. Now, to perhaps help you out, we have had witnesses testifying under oath that you made that statement during that Friday meeting that you had with the employees? A. That's very possible. I don't recall it, but it is possible, as I stated.

Q. You didn't tell him it is because they signed for the union? A. No.

Q. And Mr. Katz and Mr. Perrella connected the union with the recision of the amount? A. No.

448 * * * * *

450 Q. Now, you had supervised him for approximately ten or eleven years, had you not? A. Yes.

Q. Isn't it a fact that throughout the whole period he had a bad attendance record? A. Yes.

Well, lately, I mean, the early part I would say no, but lately it was bad.

Q. How late is lately, sir? A. The last three or four years.

Q. So for three or four years he had a bad attendance record?

A. Yes.

Q. And January was the first time that he was actually – A. No, I had spoken to him before on my own. And it didn't help much.

There was always reasons for it but the reasons, I mean, after awhile, they get to be annoying to me because I'm, based upon my ability to produce certain merchandise and get it out.

Q. When was the first time you brought the matter up to Mr. Katz or Mr. Perrella? A. I didn't have to bring it up to Mr. Katz. He knows what's going on in the shop.

451 Q. I will ask another question.

Did you ever bring this matter up with Mr. Katz? A. We might have talked about it, yes.

Q. Do you recall when? A. It's too vague but it has been talked about.

Q. Did you ever talk about it with Mr. Perrella? A. Certainly.

Q. Do you recall when? A. Also the same.

I mean, it's hard to –

Q. Mr. Seegull, are you aware that Mr. Rodriguez has an asthma condition? A. Yes.

Q. And when did you first become aware of that? A. Ten years ago, I guess.

Q. He was working there before you started working for Perrella?

A. Yes, he was.

Q. And he had it at that time, hadn't he? A. I would assume so.

Q. And when you first supervised him, he took off plenty of days absence because of his asthma condition, didn't he? A. Yes.

Q. Isn't that what happend the last three or four years, he had an
452 asthma condition? A. No. There were other excuses.

* * * * *

Q. Have there been times in the past when both of them were not present? A. Yes.

Q. What happens then? A. Well, I continue with my job, and we have our bookkeeper and our expediter to take care of the office in the interim.

And if they need any advice or help, I'm certainly there to avail myself.

Q. Well, when they are not planning on being in the office, both of them, are you notified in advance? A. Oh, yes.

Q. Is that the usual case? A. Yes.

Q. And is that what happened on March 27th? A. No. That didn't happen that way. Mr. Katz, I knew, was coming down here.

And Mr. Perrella got sick. He suffers from sciatica.

454 Q. And he called you up that day to tell you he was sick?
A. Yes.

His daughter told me.

Q. Did he tell you? A. No. His daughter came in and told me.

Q. Does she live with him? A. Yes, she does.

Q. As a result of his not being there, who was designated in charge of the shop? A. Well, that never changed. I was still in charge of the shop.

Q. How about the rest of the office? A. The office?

Well, Florence Bernstein, our bookkeeper, and Janice Weisberg, the expeditoer. They take over.

Q. You had nothing to do with the office? A. Not really, no.

Q. But the shop, as you say, was always your supervision?
A. Right, yes.

Q. Now, when employees in the shop are absent, late, or have problems,

do they report to you and tell you or advise you? A. Usually.

455 Q. Is that the procedure that should be followed? A. Right.

Q. They don't have to go to see Mr. Katz and Mr. Perrella, do they? A. Only if it's – if they are calling in from the outside.

But if they want to be excused, in the plant or something like that, I certainly will tell Mr. Perrella first before I give them any authority to do it.

Q. What if Mr. Perrella is not there? A. Then I don't know. Then I have to use my own judgment.

Q. In other words, you are in charge of the shop when neither Mr. Perrella or Mr. Katz is there? A. Yes.

* * * * *

456 Q. Now, Mr. Rodriguez came to you on March 27th, as I understand you stated, that the union had asked him to come down to the labor board? A. Right.

* * * * *

457 Q. However, either he told you the union wanted him down or the union told him to come down or something? A. He told me the union wanted him down, and that's all I knew at the time.

Q. And he said he was going? A. Yes.

Q. And you didn't stop him? A. No.

Q. You didn't say you can't go? A. No.

Q. You didn't say if you go you may be fired? A. No.

But at the same time he didn't ask me to go.

Q. Sir, you didn't say, I'll have to ask for permission of either Mr. Perrella or Mr. Katz, did you? A. I couldn't.

458 They weren't there.

Q. But you knew where Mr. Perrella lived, didn't you? A. Yes, I do.

Q. And he has a telephone home, doesn't he? A. Yes.

Q. And you could have called him on the telephone? A. I–

Q. His voice, he was able to talk, wasn't he? A. Possibly I could have.

Q. But you didn't? A. I didn't.

Q. And you knew Mr. Katz was at the labor board? A. Yes.

Q. You could have called him, contacted him here? A. No.

I have no way of – I didn't know until today that it was in this building.

I have no way of knowing. I have never been affiliated with it or anything.

When Mr. Perrella came back to the shop today, I had to ask him where it was and how to get here.

Q. But you knew he was at the Labor Baord? A. No.

459 Q. On March 27th? A. I knew he was at the Labor Board but I didn't know where it was or what it was.

Q. Is it a general practice of employees to go to you and say, I am going somewhere and you just stand by and let them go? A. No.

Q. Don't you stop them and say, hey, where are you going, did you get permission? A. If a man gets a phone call that his wife is ill or something like that, I'll take it on my own to let him go.

Q. A man got a phone call saying the union required him down at the hearing, why didn't you take it on your own to let him go to that?

A. I think that was out of my jurisdiction, to do it.

Q. Whose jurisdiction was it? A. That would be either one of the employers.

Q. And they weren't there? A. No.

Q. And you are in charge of the shop then? A. Right.

Q. In other words, you just decide sometimes you are in charge of the shop and sometimes you are not? A. No.

Q. Why didn't you give him permission to go? A. He did not
460 ask me for permission.

Q. He said he was going down – A. He was going down.

Q. And you understood what he said, didn't you? A. Yes.

Q. And you just – did you see him punch out? A. Yes.

Q. Did you see when he came back? A. Yes.

I saw him in the shop afterwards.

I might not have seen him the moment he came back but he certainly was in the shop afterwards.

Q. Did you recognize that he was out of the shop approximately two hours? A. Yes.

Q. Is it a general practice of any foremean in any shop to say to anybody who is out more than his lunch hour, hey, what are you doing out this long, don't you generally do that? A. Not generally because it very seldom happens.

Q. Well, it very seldom happens.

Therefore, it is not a usual thing for a man to be out three hours during lunch time, is that correct? A. No.

But I knew where he was going.

461 Q. You knew where he was going? A. Right.

Q. And you didn't stop him, did you? A. No.

Q. You didn't say he couldn't go, right? A. I didn't say what?

Q. He couldn't go? A. No.

Q. Now, the next day, March 28th, you discussed with Mr. Katz about Mr. Rodriguez' absence from the shop during the day, did you not?

* * * * *

Q. Well, at this time I will ask you, what did you tell Mr. Katz?

A. I just told him Jose Rodriguez had taken off time yesterday to go
462 down to the union.

Q. Down to the union? A. Right. The union called him.

I was informed on the phone that a union delegate was calling for Jose Rodriguez, and that's all I knew.

Q. What did Jose tell you? A. Said he has to go down to the union.

Q. The union? A. The union has called him and he has to go. That's all I knew.

Q. The union had called and he had to go? A. Yes.

Q. And you told Mr. Katz that Jose stated that he went down to the union? A. Yes.

Q. Then what did Mr. Katz say? A. He didn't – well, at the time he said – he didn't say. Then he and Mr. Perrella talked it over without me being there, as I was busy.

Then he came out and gave me their decision what to do.

Q. Who did? A. What?

Q. Who gave you the decision? A. Mr. Katz and Mr. Perrella.

463 Q. Were they together when they spoke to you? A. I really don't know. I don't know whether they were together or it was Mr. Perrella, but I was directed to –

Q. You don't know which one? A. Well, offhand, I would assume it was Mr. Katz.

Q. Why would you assume that? A. He does more of these type of decisions than anybody else.

Q. Okay.

What did he tell you? A. Discharge him.

Q. Did he tell you to tell him? A. Yes.

Q. Did he tell you what to tell him? A. No.

Q. Did he tell you to tell him why he was discharged? A. He didn't tell me to tell him but I knew the reason.

Q. What did Mr. Katz say to you? A. Discharge him, because it has been discussed before.

Q. What had been discussed? A. About his taking time off – it had been discussed with Mr. Katz that I had told him what happened.

After that he, Mr. Katz and Mr. Perrella made a decision.

464 And I was told what to do.

Q. So you assumed he was discharged because he had taken off that day, the day before? A. Well, that was probably a combination of a lot of things.

Q. But isn't that what you assumed? A. Not really.

Q. What did you assume? A. I assumed that they were fed up and they decided to discharge him.

Q. All right.

Now, when you spoke to Mr. Rodriguez, what did you say to him? A. I told him that Mr. Katz and Mr. Perrella directed me that he was going to be laid off, discharged.

Q. Which is it? A. What?

Q. Which is it? A. I forget the exact terminology I used.

Q. Do you know the distinction? A. Yes. One is a temporary and one is a permanent.

Q. Which is the permanent? A. The discharge.

Q. And that is what this was, wasn't it? A. I don't really know

465 whether it was or not. I mean, we get along very well without him. We have not replaced him.

Q. Well, they were letting him go for cause, weren't they, not for lack of work? A. I think it was a combination of both.

Q. Now, it is perhaps lack of work, too? A. Yes.

Q. He is there fourteen years. Now he's being laid off for lack of work? A. Well, that and absences has a lot to do with it, the production of a place.

Q. You are all assuming this, isn't that so? A. To an extent, yes.

Q. When you told Mr. Rodriguez he was being discharged –

A. Yes.

Q. – he didn't ask you why? A. No.

Just shrugged his shoulders.

Q. Have you discharged other employees in the past? A. One or two.

Q. Do you remember the last one before Rodriguez or the last one before today? A. Well, I would say it was a polisher, going back four years or something like that.

466 Q. That's the last one you recall that you discharged? A. Yes.

Q. And when you told him he was discharged, did you tell him why?

A. At that time I told him it was for lack of work.

Q. That's a lay-off, isn't it? A. What?

Q. That would be a lay-off? A. More or less.

Q. It wasn't because the man was a poor worker or was absent or late or whatever? A. Well, that's taken into consideration, too.

Q. Well, do you recall specifically, really, any – A. No.

Q. Any individual in your eleven years that you actually were told, or told you are terminated, you are fired, did – you are finished? A. No.

Q. This is the first one? A. I would assume so, yes.

Q. Let's discuss Mr. Edie Rivera.

* * * * *

467 Q. I think you testified that his work was menial, didn't require much skill? A. Right.

Q. And that included the delivery work and I think he did some sweeping and clean-up work, and his plating or wash-out room work? A. Yes.

Q. Now, did you state that – do you recall when he was promoted, if that's the word, from a delivery boy to a wash-out room man more or less

468 full time? A. Let's see.

I don't know whether it was the early part of the year or thereabouts.

Q. In other words, it wasn't more than a few months. Certainly he didn't work at it a year as a plate – A. No.

Q. He had been employed four years and worked as a delivery boy for about three and maybe the last six months or so, give or take a month or so? A. Yes.

Q. What did he deliver when he would deliver? A. Whatever was necessary.

Q. For instance? A. Run errands to buy supplies, to take our work to setters, to outside contractors, to pick up work from outside contractors, and whatever else it was necessary for him to go.

Q. Is that a full-time job? A. Yes.

Q. Did he work there three years? A. Yes.

Q. And he, could I use the word promoted to a plater? A. If you care to.

Q. You would call it a promotion from a delivery boy to a plater?

468 A. In a way, why, yes.

Q. So you were satisfied with his work as a delivery boy, correct? A. Yes.

Q. And was it your decision to promote him to a washout room employee? A. Yes.

Q. Did he get an increase in pay for it? A. Not right away.

Q. Eventually? A. Eventually.

Q. Was he doing satisfactory work as a plater in the wash-out room? A. I would say so.

Q. Now, who replaced him as a delivery boy? A. We hired a man.

Q. Who did you hire? A. I believe it was Eli at the time, Eli Schaeffer I believe it was.

Q. Is the last name Eisen? A. No. Eisen came afterwards.

Q. You hired a fellow – A. Eisen came this year, in 1973.

Q. All right.

469 When Rivera started, and we have evidence from Rivera he started in the fall of '72 to be a plater? A. Possible.

Q. So give or take, whether October or November, December, you hired a fellow to be a delivery boy, right? A. Yes.

Q. What happened to him? A. He left.

Q. Approximately when? A. It was around Christmas-time.

Q. Was he replaced? A. Yes.

Q. Who replaced him? A. A man by the name of Eisen, Ishua Eisen. And he stayed until –

Q. Stayed until when? A. Until the vacation.

Q. When was that? A. June 29th, I think.

Q. Now, did he fall under your direction? A. Who, Eisen?

Q. Yes. A. Well, he made the deliveries for me every day and any time I asked him to go any place, pick up anything, he always did.

470 Q. He was doing the same work that Rivera had done for three years, more or less, right?

* * * * *

471 Q. Who didn't sweep the floor? A. Eisen.

Q. So he did less than Mr. Rivera? A. Well, I wouldn't say less, either. He was more efficient at the time in running errands. He was faster and more reliable.

And he was an older man, of course, and he took his job very seriously and did everything as far as I could say to perfection.

I never had any cause to reprimand him or get mad or anything like that.

472 Q. But outside of the fact in your opinion he was a better worker than Mr. Rivera, man to man, he didn't do any more difficult type work than Rivera did? A. Yes, he did.

Q. What did he do more difficult? A. Worked in the office, too, took care of the mail, wrote up the mail.

He assisted the receiving clerk when he had nothing else to do.

He helped with the mailing. In a general way he made himself useful at all times.

Q. Wasn't Rivera capable of doing things like helping with the mailing? A. Taking it to the post office, yes.

Q. And helping with the receiving and shipping? A. No, no.

* * * * *

473 Q. Now, in the four years Mr. Rivera was there, how many times had he been laid off? A. None that I know of.

Q. And in the four years he was there, weren't there periods when you had slow periods like you did this time? A. Not like we did this year.

Q. Who else was laid off besides Rivera? A. Well, we – some jewelers left and we didn't replace them.

Q. But actually laid off. You were directed to lay off Rivera?

474 A. Yes.

Q. Were you directed to lay off any other employees? A. Not at that time, no.

* * * * *

Q. (By Mr. Trunkes) Now, the plating room has only one employee in it, the man who does the plating and the washout? A. One employee, yes.

475 Q. And it had been Mr. Eddie Rivera up until the time he was laid off? A. Right.

Q. Now, in the operations of the shop, that is the job that must be done, is that correct? A. Yes.

Q. So, therefore, when he was laid off, he had to be replaced, is that correct? A. The process had to be replaced but not by a new man.

Q. The process had to be replaced? A. Yes.

Q. And — A. Fortunately in our shop we have several men who can do these things.

Q. And he was replaced? A. Not with a new employee, no.

Q. With an old, an employee in the shop? A. Yes.

Q. Do you remember which employee replaced him? A. Jose Rodriguez.

Q. Do you recall what Mr. Rodriguez was making? A. No.

Q. He was making a lot more than Eddie Rivera, wasn't he? A.

476 Yes.

* * * * *

Did someone make a decision that only one man had to be laid off? A. At the time, yes.

Q. Who made the decision? A. Mr. Katz and Mr. Perrella.

Q. And they gave you the discretion of letting the one man go?

* * * * *

Q. They told you Rivera? A. Yes.

477 * * * * *

478 Q. Now, you stated you first learned of the union on March 9th, the date, the Friday? A. Yes.

Q. That Mr. Herman appeared? A. Right.

Q. Did you see Mr. Herman appear that day? A. No.

Q. You learned he appeared? A. Yes.

Q. Who told you? A. My employers.

Q. Do you recall what time of day? A. No.

Q. Did they tell you what time of day Mr. Herman appeared?

479 A. I don't recall.

But I can assume it was around midday sometime that I had found out about it or a little later.

Q. All right.

That seems to be the general opinion we have of when he appeared.

A. Right.

Q. You normally eat lunch at what time, sir? A. Whenever it comes up.

Q. You have no regular set – A. I have no lunch hour.

Q. Was it after lunch that you first spoke to the employees about the union? A. Yes.

Q. Immediately after lunch? A. I would think so.

Q. Did you gather them in a group or speak to them one at a time?

A. I spoke to one or two by themselves.

Q. Do you recall specifically who you spoke with? A. I believe Joe Clemente, I had asked him several questions, and I got a very, very poor response.

Q. What did you ask him? A. Well, this thing come as a shock to me. And I was curious then as to who, why, when and where.

480 I mean, a thing like this is a burst.

One minute to the next is difficult to conceive, as far as I was concerned anyway, because I had absolutely no inkling of it whatsoever.

Nobody had said a word to me.

Q. Now that you made that statement, would you answer my question?

A. What question is it?

Q. Would you read the question?

JUDGE DYER: The question is, what did you say to Joe Clemente?

A. I simply asked him what it was about. That's all.

Q. What did he say? A. He didn't give me much of a response. I can't recall what he said, but I knew no more then that I did before.

Q. Did you then go to another employee? A. Yes.

Q. Who did you go to? A. Vincent Giambertone.

Q. What did you ask him? A. Same response.

Q. What was his response? A. Didn't talk.

Q. Did you go to another employee? A. I might have and I might not have.

I'm not sure now.

As I said before, Friday is a busy day.

Q. Now, that day, Friday, did you speak to any of the other employees at any other time, either individually or in a group? A. No, I spoke to them as a group afterwards.

Q. How much afterwards? A. Sometime around four o'clock, I guess, toward the end of the day.

Q. When does the day normally end? A. What?

Q. What time does the day normally end? A. On Fridays, 4:30.

Q. What time does it end on Mondays, Tuesdays, Wednesdays, and Thursdays? A. The shop, 5:00.

Q. And 4:30 I think you indicated is because of the sabbath? A. Right.

Q. Now, you spoke to the employees in a group? A. Yes.

Q. Prior to 4:30, is that correct? A. Yes.

Q. You called all the employees together? A. Yes.

482 Q. And what did you say to them? A. I just simply told them that

I had heard about what had happened and that I just wanted to tell them that if the union came in and they voted for a union that the only thing I knew that they would gain, they would get a salary increase because there had just been a new contract issued and they would get an increase but they would probably lose most of it due to the fact that they would work 35 hours.

* * * * *

484 Q. Did you mention anything on Friday about holding an election? A. Out of curiosity, yes.

* * * * *

485 Q. What did you say to them about a vote? A. I said I would like to have a vote to see how many are for it and how many are against it.

Q. Who told you to do that? A. Nobody.

Q. You mean to say Mr. Katz nor Mr. Perrella, neither one instructed you to take a vote? A. Not that I can really recall.

I mean, because we were all pretty much dumbfounded on how many wanted the union because we thought at that time we had a very, very happy shop.

Q. You say we were dumbfounded. You mean Mr. Katz, Mr. Perrella and you? A. Yes.

Q. And you discussed this that day, didn't you? A. No.

Q. You didn't discuss it then? A. Later on in the day we had – I told them that I would call them in and ask them, see what it is all about.

Q. Did they object to that? A. No.

Q. And you asked them what it was all about? A. Yes.

Q. Did you take a vote? A. No.

486 Q. What did you tell them about this vote business now? A. I asked them if they would have a vote on a piece of paper, sealed ballot that nobody would know who was for or against.

It was more or less curiosity on my part.

Q. Mr. Seegull, either on that day or any subsequent day, did you go around and ask each of the employees whether or not they had signed a union authorization card? A. I didn't have to.

Q. You didn't have to? A. No.

Q. Would you explain that? A. I was told later on by some people who didn't sign a card who didn't sign it.

Q. When were you told that? A. Probably on Monday.

Q. Mond[illegible] following after March 9th? A. Yes.

Q. Do you recall the employees that did not sign the card? A. Yes.

Q. Would you tell us which ones? A. Nonito, Noyar, Antonio –

487 Q. Wait a second. Are we just giving first names? A. You want last names?

Q. Well, Nonito's last name is Espina, is it not? A. Right.

Q. Who is the second one you mentioned? A. Noyar.

Q. And the last name is? A. Eprem.

Q. Eprem? A. Right.

Q. Continue. A. Antonio Longobardi

JUDGE DYER: All right. Next.

A. Somos, his last name I don't know, Kyriakos.

MR. TRUNKES: I think there is no dispute on that.

A. And Vincent Giambertone.

And also Joseph Pinkus didn't sign because he was in the hospital at the time.

To the best of my knowledge, that's it.

Q. Those six? A. I would say so.

Q. Who told you they didn't sign cards? A. Nonito and Vincent.

Q. And they told you that they themselves, plus the four others, never

488 signed the cards? A. Yes.

Q. Is that correct? A. Yes.

Q. And they told you that the following Monday? A. Yes.

Q. Now, did they tell you that everybody else did sign a card?

A. Yes.

Q. Did you ask them how they knew? A. No.

Q. And after they told you this, sir, did you reward them by giving them a raise the following week? A. Not for that reason.

Q. Did you give them a raise the following week? A. Yes.

Q. These six people? A. I don't know whether or not Pinkus was included in it.

Q. Who decided who gets raises? A. We talk it over.

Q. Who – A. I make recommendations. I talk to my employers and they act on it.

Q. And you made the recommendation that these six people should

489 get raises? A. Yes.

Q. After they told you they didn't sign the union cards? A. Yes.

* * * * *

491 Q. I asked you, did you poll the employees and your answer was I didn't have to. A. I didn't have to is right.

Q. Now you are telling me you did poll them? A. Afterwards. I didn't have to at the time.

Q. After you were told by the six? A. Right.

Q. Who told you.

Well, since you knew who signed and you knew who didn't sign, why did you poll them? A. Could I be sure? Did anybody see the cards?

Q. Good question.

So what did you do? A. I just casually asked the men.

Q. When did you do that? A. The following week.

Q. Monday? A. It's possible. Might not have gotten them all.

492 Q. But you went around and asked everybody? A. Yes.

Q. Did they confirm what you had been told by those two people who didn't sign the cards? A. Most of them did.

Q. Did anyone give contrary information? A. Not contrary. But some I got no answers.

Q. No one said, no, I didn't sign a card that you asked? A. No.

Q. Who these six people said allegedly signed. So it confirmed?

A. Yes.

Q. So then you had something like twenty-four people working in the shop, didn't you? A. Yes.

Q. And only six people didn't sign cards, right? A. Right.

Q. And sixteen did sign cards? A. Right.

Q. Maybe seventeen. Whatever the remaining was, is that correct?

A. Yes, could be.

Q. Did you tell this information to Mr. Katz? A. Yes.

* * * * *

495 Q. Now, on Monday, you told the employees Friday, did you not, maybe there would be an election? A. Yes.

Q. And Monday you spoke to Mr. Katz and you told him that six people hadn't signed cards Monday, isn't that correct? A. Yes.

Q. Then Mr. Katz said let them vote at the labor board? A. No.

Q. Was that before? A. He told me when he first came in no election, no nothing, let the labor board handle it.

Q. And then you found out who didn't and who did sign the cards?

A. Yes.

Q. And then you took your own poll? A. Yes.

* * * * *

497 REDIRECT EXAMINATION

Q. (By Mr. Husband) Did you have any discussion with Edgardo Rivera in the period prior to his lay-off about the union?

Q. Did you communicate this information to Mr. Seegull on Monday? A. I can't say absolutely that I did. I probably did.

Q. Now, there has been some discussion of wage increases that were given in March and April.

Have any of the employees who received wage increases in March and April received any more wage increases since May 1st? A. Yes. There have been other increases.

Q. How many would you say? A. I would have to study the record to know. But wage increases are given based upon need for skilled men. It is usually the top men. If you feel you are going to lose them, you have to give a little more to keep them.

Q. So that there were raises since May 1st? A. Yes.

Q. And did you have any discussions with Edgardo Rivera regarding unionization at Perrella Ring Company? A. No.

Q. Did you have any with Jose Rodriguez? A. No.

Q. Did you have any discussions with other employees in the period
503 from – with individual employees in the period from March 9th to May 1st, did you have any discussions regarding unionization with individual employees? A. It is a pretty broad question.

How do you mean discussion?

Q. Apart from any speeches that you made – A. Yes.

Q. (Continuing) – did you question any of them about the union? A. No.

Q. Did you make any statements to them as individuals aboud bad consequences coming from unionization? A. No.

Q. Did you promise them any benefit increases if unionization was defeated? A. I specified other than the speech, none, no, I would say none.

Q. Did you tell any of them that they would be adversely affected by company policies if a union were selected? A. In my speech.

Q. Outside of that? A. No.

Q. Now, did you make a speech on the morning of May 1st?

A. Yes.

Q. To a massed group of employees? A. Right.

504 Q. Why did you make that speech and why did you make it then?

A. I was to make it the morning before. However, I had heard there would be a union meeting that night.

Rather than to leave them with an advantage I made it the following day, upon advice of counsel.

Q. For the record, I wasn't your counsel then, was I? A. No.

Q. Did you speak about bonuses in that speech on May 1st?

A. I spoke about money in general.

I specified that if there sufficient union interference with my operation, the profits wou'dn't be there, by that, I mean the profits to share in terms of salary increases and Christmas bonuses.

Q. I hand you GC Exhibit 5. Was that sent to employees of your company prior to the election? A. It was.

Q. Well, what prompted your sending it? A. It was a response to the paper that they had handed out.

Q. Was that Respondent's Exhibit ? A. That provocative sheet that you have in there.

* * * * *

505 * * * * *

MR. HUSBAND: In General Counsel's Exhibit 5 is the company — guarantees each and every employee higher wages than those provided under the union wage schedule.

Q. (By Mr. Husband) At the time you sent that in late April, were

506 your wages higher than the Union wage schedule? A. According to the way I read their scale, they had their wage, individual classifications, and so forth, in terms of what they had handed me, my wages were higher.

* * * * *

507 * * * * *

Q. Was Mr. Charles Perrella there when you returned? A. Mr. Charles Perrella was not there.

Q. Was he there any time later that day? A. He was not there that day.

Q. Now, after you learned that Jose Rodriguez had taken time off from work on that day, did you do anything? Or what did you do regarding Mr. Rodriguez? A. I simply went to the records. Remembering the incident we had in January, I looked over March, saw a couple of weeks in a row where he was out.

And I simply came to the conclusion that time it was it. I had had enough of his problems.

Q. You had known that Mr. Herman had called him? A. Yes, that's what I had heard.

Q. You knew that from Mr. Seegull? A. That's what I had heard.

Q. Did you draw any inferences from that? A. Draw any inferences from that?

Q. Yes. A. I couldn't believe it at first. Because I was sitting right there with Mr. Herman. It didn't make sense for him to go out and make a call to Jose Rodriguez. At first I didn't even believe him.

508 Q. Did you have any discussions with Mr. Perrella when you returned to work regarding Jose? A. Yes.

I said I'd come to the conclusion it's about time we got rid of him because of his continuous performance of tardiness, late, absenteeism, generally uncooperative.

Q. After you made that proposal to Mr. Perrella, what was his response? A. He was in agreement with me, because we had given him his last chance in January.

Q. And what did you do after that? A. Well, I didn't immediately fire him because I had to call my counsel and get advice.

I called first thing in the morning and he probably was in court that day, didn't return the call until late afternoon, said I should go right ahead and do what I was thinking of doing.

* * * * *

CROSS-EXAMINATION

* * * * *

510 Q. Now, you stated I believe that when Mr. Herman came to see you on March 9th that you would accept the union if it were the wishes of the employees, is that correct? A. Yes.

Q. And you talked to Seegull that day about the union, did you not? A. I spoke with him, yes.

Q. You told him to sound out the employees? A. To what?

Q. Sound out the employees. A. Yes.

Q. And he did, didn't he? A. He gave me an answer, so I assume he did.

JUDGE DYER: You are dropping your voice, Mr. Katz.

THE WITNESS: I am sorry. I didn't mean to.

A. Yes.

Q. You say he gave you an answer, Mr. Seegull? A. Yes.

Q. What did he say? A. He was pretty certain that a small number were for us. He was not certain about who was against us.

511 Q. Did he tell you that he was told by two employees that only six employees had not signed union cards? A. He didn't tell me anything about two employees telling him about the rest of them.

Q. What did he tell you? A. He simply told me that there was a small number who were definitely for us. That is all he knew. He was certain of that.

Q. And when did he tell you this? A. I assume it was the same day.

Q. March 9th? A. I guess it wasn't. Probably that was a Thursday or a Friday.

Q. Friday was the day Mr. Herman – A. March 9th?

Q. March 9th. A. I think it was the same day.

Q. So, therefore, he would have responded to the employees that day? A. Yes.

Q. Now, did you ask or direct or tell Mr. Seegull to poll the employees? By polling, I mean asking whether or not they signed union cards?

512 A. I asked him to sound them out.

Q. Those are the words you used? A. Yes.

Q. Now, did he come back sometime later that week and report to you that he had spoken to all the employees? A. He didn't put it to me that way, no.

Q. Well, what way did he put it to you? A. That he was sure that it was a small number that was for the company and not wanting the union. This is the only thing he was certain of, nothing else.

Q. Now, did you and Mr. Seegull discuss on Friday, March 9th an informal election in your plant? A. We didn't discuss anything of the sort. I discussed it with my partner, Mr. Perreila.

Q. And you had discussed it with Mr. Herman? A. We had mentioned to Mr. Herman that we would sound out the employees.

I said to him, I would find out if they were sympathetic towards the union.

Q. And you did find out, didn't you? A. Yes.

Q. You found out the majority of the employees had signed union cards? A. I was not certain of that. I didn't say that.

I said I was certain that a certain number were definitely against the

513 union.

Q. Well, I thought you said – A. There was no way of measuring the balance of the employees.

Q. There was no way? A. I didn't take a vote.

Q. Mr. Seegull said he took a vote. A. I don't think Mr. Seegull took a vote.

Q. I thought he testified, sir, that he had asked every employee whether or not they had signed cards, and most of them had said they had.

MR. HUSBAND: I am going to object to that.

JUDGE DYER: I think there is a difference between that and a vote. A vote usually means doing something different from questioning. I think that's a different point.

MR. TRUNKES: Well, your Honor –

JUDGE DYER: I know you are cross examining. But I think the common meaning of the word in such that there is that distinction.

MR. TRUNKES: Distinction between what, sir?

JUDGE DYER: Voting and asking questions.

Q. (By Mr. Trunkes) You told Mr. Herman if the workers wanted the union you would accept the union? A. That's right.

514 Q. Well, how were you intending to find out if the workers wanted the union? A. I asked him to show me the cards. That is the only way I could find out.

Q. Wouldn't another way have been asking the employees themselves? A. No. Another way would have been to have an informal election. We didn't have that.

Q. Which you didn't do.

And by informal election, am I correct you mean that they would write down on a piece of paper and drop it somewhere and you would count the ballots? A. Correct.

Q. And you didn't mean by asking the employees individually? A. Correct.

Q. Now, I think you testified that each employee was told that he would be getting a wage increase; is that correct? A. Right.

Q. And who told the employees this? A. We informed the foreman who, in turn, informed the employees.

Q. By we, you mean Mr. Perrella and yourself? A. That's right.

515 Q. What did you tell the foreman to tell the employees?

A. That there would be a wage increase.

Q. And did you tell him when they would be getting it? A. No.

* * * * *

516 Q. Now, you stated that you consulted with your attorney, your prior attorney, who recommended that there be no polling? A. Yes.

Q. And you stated you probably told Seegull this?

Do you recall stating that here? A. I don't recall.

Q. Well, do you recall now whether or not you told Seegull not to poll the employees? A. I think it was a general consensus of opinion between the two of us. We do sometimes consult Mr. Perrella, Mr. Seegull and myself, that it would be best to let it go.

Q. And yet you heard Mr. Seegull testify he was curious and he did ask the employees whether or not they signed? A. Yes.

Q. You had no idea he was doing this, is that correct? A. No idea?

517 Q. That he was doing this or had done this? A. I had some idea. I had asked him to sound them out.

* * * * *

Q. But Mr. – and you told Mr. Seegull not to poll the employees?

A. Yes.

Q. But Mr. Seegull did poll the employees the latter part, sometime following Monday, the 12th, sometime later that week? A. My interpretation of polling is similar to voting, where you sit down and write it on a piece of paper. No such thing was done.

518 Q. And you – did you mention anything to Seegull about asking the employees whether or not they signed the cards? A. I had no specific

reference to the cards as such. I just wanted to know what their sentiments were.

Q. You didn't instruct them specifically how to find out when you said sound out? A. No.

Q. You just said try to get it. And you left it to his discretion how to do it? A. Yes.

Q. Now, relating to the insurance, Mr. Keyes, did I hear you state that you directed Mr. Keyes to give Blue Cross, Blue Shield sometime in March? A. And previously.

Q. Mr. Keyes spoke to the employees, so he stated? A. Yes.

Q. And you confirm that, do you not? A. I know he went into the shop and I assume he spoke to the employees about insurance because that is his job.

* * * * *

527 Q. (By Mr. Trunkes) Mr. Katz, you stated that these six people got a raise in March, and then sometime later on the other employees got raises.

Did you mean that? A. Again, I say there is no steady pattern here.

Some got raises in March.

Many got raises in April, and some got a second raise in April.

Q. Yes, Mr. Katz, I'm glad you mentioned that.

Isn't it a fact that all six employees who got raises in March also got raises in April along with every other employee? A. A second time. And there is some that got it a third time that same month.

528 * * * * *

530 Q. (By Mr. Trunkes) Now, at the same time you were giving all these raises you were laying off Mr. Rivera because business was slow, were you not? A. Correct.

Q. And he was the only employee laid off at that time, wasn't he?

531 A. That's right.

Of course, it is a normal attrition. You lose help during that course of time, too.

Q. According to the records I looked at, Mr. Katz, the only person in March who left your employ was a Mr. Di Candia. He left on March 6th according to the notation by either you or your attorney. Is that correct?

A. I don't know.

Is the same true for April and May?

Q. Well, Mr. Rivera was laid off March 20th. You didn't know who would be leaving in April and May or March 20th, did you? A. No.

Q. Now, I understood the policy is to lay the least skilled employee off? A. That's correct.

Q. And you considered Mr. Rivera the least skilled at the time?

A. By far.

Q. On the basis of what? A. Ability to understand. He had been tried at jewelry work. He had been tried at everything we could possibly think of. He failed to measure up.

Q. You never laid him off before, did you? A. No.

531 Q. There were people on your payroll makig less money than him at the time, wasn't there? A. At the time?

Q. Yes. A. I think so.

Q. Including this gentleman Mr. Eisen who was a messenger and did other work? A. Yes. For very obvious reasons. The man was not efficient.

Q. When you came back from the meeting at the Board, hearing at the Board on March 27th, you became aware that Mr. Rodriguez had been absent while you were out? A. Yes.

Q. How did you become aware of it? A. I was informed by the foreman.

Q. What did he tell you? A. That Jose had left, had punched out.

Q. What else did he tell you? A. That he had not given permission. He said he had not.

* * * * *

537 Q. Now, specifically, did you fire him because he left the premises without obtaining any permission? A. Without permission, that's correct.

* * * * *

539 Q. On the speech you made May 1st, what did you say about the Christmas bonus? A. I relayed it to you just a little while ago.

Q. All right.

You gave a Christmas bonus every year to the shop employees?

A. Normally, yes.

Q. Have you been giving them it the last three or four years?

A. Yes.

Q. In the speech that you gave May 1st, what did you say about the the Christmas bonus? A. How do you mean, to recall my words exactly?

Q. You used the words Christmas bonus, you said, I spoke about Christmas bonus. A. Right.

I said that if there was interference with my operation, the normal flow of events might prevent me from accumulating enough profits so I could give

540 them out in terms of salary increases and Christmas bonus.

I said simply if the profits are there we divide it. If they are not there, we don't divide it. It's as simple as that.

* * * * *

Q. The fact of Mr. Rodriguez, your first reaction was you didn't believe Mr. Herman had called him when he said that he got a call from Mr. Herman,

when you were told that by Mr. Seegull, Seegull told you that? A. Yes.

Q. Mr. Rodriguez was working in the plant at that time.

Did you call in Mr. Rodriguez and ask him why did you leave the plant that day? A. No.

541 Q. Did you call Mr. Herman up and ask him, did you ask this man to come anywhere? A. No.

Q. And you spoke to your counsel before you let the man go and he advised you to discharge him? A. Correct.

* * * * *

542 Q. I would like you to make an estimate of their relative understanding of spoken English doing it this way, using the scale of zero to ten, ten being the most literate and zero the lowest range.

The gentleman who testified yesterday with the number – A. In terms of understanding of English?

* * * * *

Q. (By Mr. Husband) Do you have regular contact with them?

A. How do you mean regular contact?

Q. Well – A. I don't assign work to them. I will speak to them casually or socially, that's all.

* * * * *

543 Q. How would you rate the gentleman who testified here? A. In writing, oh, all four would be at the zero level. None of them can read.

In terms of speaking and understanding English, Bill would be approximately three –

JUDGE DYER: Who is Bill?

THE WITNESS: Mr. Petrides who was here yesterday would be about three.

Mr. Sakazellos would be zero.

Paul Maniatis would be about one.

* * * * *

RECROSS EXAMINATION

Q. (By Mr. Trunkes) If they don't understand English, how do they do their work? A. They are skilled people, jewelers by trade. Even though they work differently in their own country, they soon watch hand performances and conform. It is easy enough to imitate without passing the language.

Q. Doesn't someone have to give them instructions? A. At sometimes we will have a certain amount of interpretation following it. But they are basically jewelers. They understand what they are doing.

* * * * *

546 MR. TRUNKES: In an off the record discussion, General Counsel and Respondents' Counsel have prepared a list consisting of five pages which shows the weekly hours worked by Jose Rodriguez on the left-hand side, and Edgardo Rivera on the right-hand side from the week ending 3/13/73, going back to January, '69, for Rodriguez and September, 1970, for Rivera, which shows the weeks in which less than a full work week was worked by these employees.

And we'll stipulate that that is accurate from the employer's records.

JUDGE DYER: What is this being offered, as a stipulation? Shall we give it an exhibit number?

MR. TRUNKES: Joint Exhibit 1.

JUDGE DYER: All right. Joint Exhibit 1 is received.

Are there any other exhibits to be received?

MR. HUSBAND: We would like to submit as a joint exhibit a statement which will show all the wage increases granted in 1973 to all employees of Perrella Ring Company, as to the date of granting and amount.

MR. TRUNKES: Your Honor, frankly, I'm only interested up to May 1st, the date of the election.

MR. HUSBAND: I would like after because it makes the point that –

547 JUDGE DYER: You have no disagreement if it shows after.

MR. TRUNKES: He can make his point. I don't think it is relevant.

JUDGE DYER: All right.

We will receive Joint Exhibit 2 to be submitted to me prior to the date the briefs are to be received.

(Document above-described to be furnished as a late filed exhibit and marked Joint Exhibit 2.)

MR. TRUNKES: Mr. Husband, in an off the record discussion, while you were out, I mentioned to the Judge that I would like also to have you prepare at the same time you are preparing Joint Exhibit 2, Joint Exhibit 3, which would show the hours worked per week by each of the unit employees from January 1st through March 20th of 1973.

MR. HUSBAND: No objection.

JUDGE DYER: All right.

Such will be received on the same terms as Joint Exhibit 2, to be received before the date the briefs are due.

(Document above-referred to to be furnished as a late filed exhibit and marked Joint Exhibit 3.)

GENERAL COUNSEL'S EXHIBIT NO. 1(c)

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2

CHARLES PERRELLA AND GERALD KATZ,
CO-PARTNERS d/b/a
CHARLES PERRELLA RING COMPANY

and CASE NO. 2-CA-12970

AMALGAMATED JEWELRY, DIAMOND AND
WATCHCASE WORKERS UNION, LOCAL NO. 1
INTERNATIONAL JEWELRY WORKERS UNION,
AFL-CIO

COMPLAINT AND NOTICE OF HEARING

It having been charged by Amalgamated Jewelry, Diamond Watchcase Workers Union, Local No. 1, International Jewelry Workers Union, AFL-CIO, herein called the Union, that Charles Perrella and Gerald Katz, co-partners d/b/a Charles Perrella Ring Company, herein called Respondent, has engaged in, and is engaging in, certain unfair labor practices affecting commerce as set forth and defined in the National Labor Relations Act, as amended, 29 U.S.C., Sec. 151, et seq., herein called the Act, the General Counsel of the National Labor Relations Board, herein called the Board, on behalf of the Board, by the undersigned Regional Director, Region 2, pursuant to Section 10(b) of the Act and the Board's Rules and Regulations--Series 8, as amended, Section 102.15, hereby issues this Complaint and Notice of Hearing and alleges as follows:

1. The Charge in this proceeding was filed by the Union on May 4, 1973, and served by registered mail upon Respondent on or about May 4, 1973.

2.(a) Respondent is a co-partnership composed of Charles Perrella and Gerald Katz, co-partners, doing business under the trade style and name of Charles Perrella Ring Company.

(b) At all times material herein, Respondent has maintained an office and place of business at 62 West 47th Street, in the City and State of New York, where it is, and has been at all times material herein, engaged in the manufacture, assembly, sale and distribution of ring mountings for the jewelry industry.

3.(a) During the past year, which period is representative of its annual operations generally, Respondent, in the course and conduct of its business operations, manufactured, assembled, sold and distributed at its place of business, products valued in excess of $50,000, of which products valued in excess of $50,000 were shipped from said place of business in interstate commerce directly to states of the United States other than the state in which it is located.

(b) Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

4. The Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

5. Robert Segal is, and has been at all times material herein, an agent of Respondent, acting on its behalf, and a supervisor thereof within the meaning of Section 2(11) of the Act.

6. Charles Perrella and Gerald Katz are, and have been at all times material herein, co-partners respectively, of Respondent, acting on its behalf, and agents thereof.

7. All production employees, including jewelers, polishers, lappers, washout room employees and setters, of Respondent, employed at its New York place of business, exclusive of all other

employees, including non-manufacturing inspectors, office clerical employees, guards, watchmen, and all supervisors as defined in Section 2(11) of the Act, constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act.

8.(a) On or about March 8, 1973, a majority of the employees of Respondent, in the unit described above in paragraph 7, designated and selected the Union as their representative for the purposes of collective bargaining with Respondent and at all times since said date, the Union, by virtue of Section 9(a) of the Act, has been, and is now, the exclusive representative of all the employees in said unit for the purposes of collective bargaining.

9. On or about March 9, 1973, the Union requested Respondent to recognize and bargain with it as the exclusive collective-bargaining representative of Respondent's employees in the unit described above in paragraph 7 with respect to wages, hours, and other terms and conditions of employment of such employees.

10. Since on or about March 9, 1973, Respondent has refused to recognize and bargain with the Union as the exclusive collective-bargaining representative of Respondent's employees in the unit described above in paragraph 7.

11. On or about March 9, 1973, Respondent at its premises, by Robert Segal, its foreman, supervisor and agent, interrogated its employees concerning the employee's membership in, activities on behalf of, and sympathy in and for the Union.

12. On or about March 9, March 12 and March 13, Respondent, at its premises, by Robert Segal, its foreman, supervisor and agent,

threatened its employees that it would not give promised wage increases, it would reduce their hours of work and the money they earned and eliminate overtime and coffee privileges if the employees became or remained members of the Union and if they gave any assistance and support to it.

13.(a) On or about March 20, 1973, Respondent laid off its employee Edgardo Rivera.

(b) Since the date of the layoff of the employee as described above in subparagraph (a), Respondent has failed and refused to recall, or offer to recall, said employee to his former or substantially equivalent position of employment.

(c) Respondent laid off and thereafter failed and refused to recall or offer to recall, or reinstate its employee Edgardo Rivera, as described above in subparagraphs (a) and (b) because said employee joined and assisted the Union, and engaged in other concerted activity for the purpose of collective bargaining and mutual aid and protection.

14.(a) On or about March 20, 1973, Respondent discharged its employee Jose Rodriguez.

(b) Since the date of the discharge of the employee as described above in subparagraph (a), Respondent has failed and refused to reinstate, or offer to reinstate, said employee to his former or substantially equivalent position of employment.

(c) Respondent discharged and thereafter failed and refused to reinstate, or offer to recall or reinstate, its employee Jose Rodriquez, as described above in subparagraphs (a) and (b) because said employee joined and assisted the Union, and engaged in other

concerted activity for the purposes of collective bargaining and mutual aid and protection.

15. On or about April 20, Respondent offered, promised and granted to its employees wage increases to induce them to refrain from becoming or remaining members of the Union, and to refrain from giving any assistance or support to it, and to induce them to abandon their membership in and activity on its behalf.

16.(a) On or about April 23 and 30, 1973 Respondent, at its premises, by its agents, names presently unknown, promised its employees medical and insurance benefits to induce them to refrain from becoming or remaining members of the Union and to refrain from giving any assistance or support to it and to induce them to abandon their membership in and activity on its behalf.

17. On or about May 1, 1973, Respondent at its premises by Gerald Katz, a co-partner and agent, threatened its employees that a Christmas bonus would not be given if they became or remained members of the Union and to induce them to refrain from giving any assistance or support to it and to abandon their membership and activity on its behalf.

18.(a) On March 12, 1973, the Union filed a petition with the Board in Case No. 2-RC-16077 for certification as representative in the unit described above in paragraph 7 of which Respondent had due notice.

(b) On April 4, 1973, following a hearing held on March 27, 1973, the undersigned Regional Director issued a Decision and Direction of Election, wherein he found, inter alia, that the unit of employees described above in paragraph 7 was appropriate for the purposes of collective bargaining.

(c) On May 1, 1973, an election was held pursuant to the Decision and Direction of Election described above in subparagraph (b) in which a majority of employees failed to designate and select the Union for the purposes of collective bargaining.

(d) On May 4, 1973, the Union filed timely objections to the election.

19. Respondent engaged in the conduct described above in paragraphs 10 through 17 in order to undermine the Union and to destroy its majority status among such employees.

20. By the conduct described above in paragraphs 10 through 17, Respondent has precluded the holding of a fair election among the employees in the unit described above in paragraph 7.

21. By the acts described above in paragraphs 10 through 17 and 19 and 20, and by each of said acts, Respondent interfered with, restrained and coerced, and is interfering with, restraining and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, and thereby engaged in, and is engaging in, unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

22. By the acts described above in paragraphs 13, 14 and 15, and by each of said acts, Respondent discriminated, and is discriminating, in regard to the hire and tenure and terms and conditions of employment of its employees, thereby discouraging membership in a labor organization, and thereby engaged in, and is engaging in, unfair labor practices affecting commerce within within the meaning of Section 8(a)(3) and Section 2(6) and (7) of the Act.

23. By the acts described above in paragraphs 10 through 17 and 19 and by each of said acts, Respondent refused to bargain collectively and is refusing to bargain collectively with the representative of its employees, and thereby engaged in and is engaging in unfair labor practices affecting commerce within the meaning of Section 8(a)(5) and Section 2(6) and (7) of the Act.

24. The acts of Respondent, described above in paragraphs 10 through 17 and 19 through 22 occuring in connection with the operations of Respondent described above in paragraphs 2 and 3, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

PLEASE TAKE NOTICE that on the 28th day of August 1973, at 11:00 a.m., at 26 Federal Plaza, 36th Floor, in the City and State of New York, a hearing will be conducted before a duly designated Administrative Law Judge of the National Labor Relations Board on the allegations set forth in the above Complaint, at which time and place you will have the right to appear in person, or otherwise and give testimony.

You are further notified that, pursuant to Section 102.20 and 102.21 of the Board's Rules and Regulations, the Respondent shall file with the Regional Director, Region 2, acting in this matter as agent of the National Labor Relations Board, an original and four (4) copies of an answer to the said Complaint with ten (10) days from the service thereof, and that unless it does so all of the allegations in the Complaint shall be deemed to be admitted by it to be true and may be so found by the Board. Immediately upon the filing

of its answer, Respondent shall serve a copy thereof on each of the other parties.

Form NLRB-4668, Statement of Standard Procedure in Formal Hearings Held before the National Labor Relations Board in Unfair Labor Practice Cases is attached.

Dated at New York, New York this 25th day of July 1973.

/s/ Sidney Danielson
Sidney Danielson, Regional Director
National Labor Relations Board,
Region 2
26 Federal Plaza, Room 3614
New York, New York 10007

GENERAL COUNSEL'S EXHIBIT NO. 1(E)

UNITED STATES OF AMERICA

NATIONAL LABOR RELATIONS BOARD

REGION 2

CHARLES PERRELLA and
GERALD KATZ, CO-PARTNERS,
d/b/a CHARLES PERRELLA RING COMPANY

Case No. 2-CA-12970

and

LOCAL 1, IJWU, AFL-CIO

ANSWER OF RESPONDENTS

The Respondents, by their attorney, HUGH P. HUSBAND, JR., for their Answer to the Complaint heretofore filed in the above captioned matter:

1. Deny each and all of the allegations contained in paragraphs 5,8,9,10,11,12,13(b) and (c), 14(b) and (c), 15,16, 17,19,20,21,22,23 and 24 of the Complaint.

2. Admits the allegations contained in paragraphs 1,2, 3,4,6,7,13a,14a and 18 of the Complaint.

WHEREFORE, it is respectfully requested that the Complaint herein be dismissed.

CHARLES PERRELLA AND
GERALD KATZ, Co-partners
d/b/a CHARLES PERRELLA RING CO.
Hugh P. Husband, Jr.
Attorney for Respondents
Main Street
Bridgehampton, New York 11932

1-E

ONLY COPY AVAILABLE

GENERAL COUNSEL'S EXHIBIT NO. 2

Tuesday March 13, 1973 Employees received ck. off.
(End of payroll period)

Jose Rodriguez (filing & plating)
Juan Gerena (inspector)
Edgardo Rivera (plating, washout & errands)
Raimundo Bonilla (Polishers helper)
Nestor Gil (Jeweler)
Basile Petrides (Polisher & Lapper)
Rudolfo Espinoza (Jeweler)
Joseph D. Clemente (Jeweler)
Ignito Espina (Model Maker)
Vincenzo Gambertoni (Model Maker)
Raphael Aragon (Production Jeweler)
Giorgio Salsarcellos (Polisher & Lapper)
Somos Kyriakos (Setter)
Anthranek Rea (Filer)
Antonio Longobardi (Jeweler)
Norayr Ejram (Setter)
Eduardo R. Rivera (Polisher & Lapper)
Paul Maniatis (Jeweler)
Salvatore Palmieri (Jeweler)
Anthony Mason (Polishers Helper)
~~Ejram~~ Efrain Paniagua (Production Jeweler)
Humberto Brava (Jeweler)
Joseph Pincus (Jeweler)

NATIONAL LABOR RELATIONS BOARD
Docket No. 22-CA-6127

Received ✓
Rejected
In the matter of
Date 4-6-73 Witness Reporter
No. Pages

ONLY COPY AVAILABLE

GENERAL COUNSEL'S EXHIBIT NO. 3

CHARLES PERRELLA RING CO.
62 WEST 47th STREET
NEW YORK, N. Y. 10036

Raimundo Bonilla
1053 Boynton Ave. Bronx N.Y.
Nestor Gil
604 Riverside Drive New York, N.Y.
Basile Petridis
642 East 8th St. Bklyn, N.Y.
Rodolpho Espinoza
38 East 75 St. New York, N.Y.
Joseph De Clemente
150 Jacob St - Elmont, N.Y. 11003
Nonito C. Espiritu
42-23 Colden St - Flushing, N.Y. 11355
Vincenzo Giambertone
240 Terraqut Road - No Plainfield, N.J.
Rafael Aragon
89-21 Denman St - Elmhurst, N.Y. 11373
Georgios Sakarellos
1011 East 15 St. - Bklyn, N.Y. 11230
Somos Kyriakas - 9721 3rd Ave - Bklyn, N.Y.
Anteranek Ira
642 Anderson Ave - Cliffside, N.J.
Antonio Longobardi
1529 W. 5th St., Bklyn, N.Y.
Moraya Efrem -
41-65 Forley St - Elmhurst, N.Y.
Eduardo A. Rivera
1301 Wilkens Ave - Bronx, N.Y.
Paul H. Maniatis
176 Stanley Place - Bklyn, N.Y.
Salvatore Palmieri
91-16 214 St - Queens Village, N.Y.
Anthony Mason
10 Midwood St - Bklyn, N.Y. 11225
Efrain Paraqua
41-65-74 St. Jackson Heights, N.Y.
Humberto Rivera
34-90 45 St - Sunnyside, N.Y.
Joseph Pineus -
1377 E. 2nd St. Bklyn, N.Y.

General Counsels Ex 3 (6).

NATIONAL LABOR RELATIONS BOARD
Case No. _____ OFFICIAL EXHIBIT NO. GC3
Disposition: Received ✓ Rejected _____
In the matter of _____
Date 2/18/75 Witness _____ Reporter _____
No. Pages

ONLY COPY AVAILABLE

GENERAL COUNSEL'S EXHIBIT NO. 4(a) - (q)

No. _____ 412

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afiliación

Name / *Nombre* [illegible]
Address / *Dirección* [illegible]
Firm / *Taller* Charles Perrella — Hired / *Comienzo de empleo* [illegible]
Occupation / *Oficio* JEWELER — Wage / *Salario* [illegible]
Social Security Acc. / *Nu. de Seguro Social* [illegible] — Date of Birth / *Fecha de Nacimiento* [illegible]

Initiation Fee / *Honorarios de Iniciación* _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* — Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* [illegible] — Received by / *Recibido por* _____

Signature of Applicant _____
Signatura del Aplicante

No. _____ 411

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afiliación

Name / *Nombre* Nestor Saul Alvarez
Address / *Dirección* [illegible]
Firm / *Taller* CHARLES PERRELLA RING — Hired / *Comienzo de empleo* [illegible] 1966
Occupation / *Oficio* JEWELER — Wage / *Salario* [illegible] 4.50
Social Security Acc. / *Nu. de Seguro Social* _____ — Date of Birth / *Fecha de Nacimiento* 7-8-40

Initiation Fee / *Honorarios de Iniciación* _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* — Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* 3-5-73 — Received by / *Recibido por* _____

Signature of Applicant Nestor Saul Alvarez
Signatura del Aplicante

No. _____ 412

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afiliación

Name / *Nombre* RAFAEL ARAGON
Address / *Dirección* 89-21 Dennison st. apt 318 Elmhurst
Firm / *Taller* CHARLES PERRELLA — Hired / *Comienzo de empleo* _____
Occupation / *Oficio* JEWELER — Wage / *Salario* 3.50
Social Security Acc. / *Nu. de Seguro Social* 124-44-3612 — Date of Birth / *Fecha de Nacimiento* 7/12/23

Initiation Fee / *Honorarios de Iniciación* _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* — Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* 2/6/73 — Received by / *Recibido por* _____

Signature of Applicant Rafael Aragón
Signatura del Aplicante

No. _____ 412

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre*: RAIMUNDO BONILLA SF
Address / *Direccion*: 1105 BOYNTON AVE. APT BRONX, N.Y.
Firm / *Taller*: CHARLES PERRELLA RING Co. Hired / *Comienzo de empleo*: JULY, 1969
Occupation / *Oficio*: JEWELRY POLISHER Wage / *Salario*: 120.00
Social Security Acc. / *Nu. de Seguro Social*: 110-34-4633 Date of Birth / *Fecha de Nacimiento*: 23-8-43

Initiation Fee / *Honorarios de Iniciación* _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ _____ / *Cuotas* For / *Para* _____

Dated / *Fecha*: ~~1-29-73~~ 3-1-73 Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante*: Raimundo Bonilla

R.B.

No. _____ 412

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre*: Rodolfo ESPINOZA CABRERA
Address / *Direccion*: 349 AMSTERDAM AV NEW YORK 24
Firm / *Taller*: CHARLES PERRELLA Hired / *Comienzo de empleo*: 11-17-71
Occupation / *Oficio*: LAYERA Wage / *Salario*: 134
Social Security Acc. / *Nu. de Seguro Social* _____ Date of Birth / *Fecha de Nacimiento*: 2-8-24

Initiation Fee / *Honorarios de Iniciación* _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ _____ / *Cuotas* For / *Para* _____

Dated / *Fecha*: 3-5-73 Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante*: Rodolfo Espinoza Cabrera

No. _____ 412

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre*: JOSEPH A DE CLEMENTE SR
Address / *Direccion*: 150 JACOB STREET - ELMONT NY - 11003
Firm / *Taller*: CHARLES PERRELLA RING CO. Hired / *Comienzo de empleo*: SEPT - 1970
Occupation / *Oficio*: JEWELER Wage / *Salario*: $3.25 PH
Social Security Acc. / *Nu. de Seguro Social*: 099-07-3243 Date of Birth / *Fecha de Nacimiento*: 2/21/17

Initiation Fee / *Honorarios de Iniciación* _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ _____ / *Cuotas* For / *Para* _____

Dated / *Fecha* _____ Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante*: Joseph A DeClemente Sr

No. _____ 412

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* _____
Address / *Direccion* 21-10 31st Ave. Astoria N.Y.
Firm / *Taller* Charles Perrella Hired / *Comienzo de empleo* _____
Occupation / *Oficio* Jeweler Wage / *Salario* _____
Social Security Acc. / *Nu. de Seguro Social* _____ Date of Birth / *Fecha de Nacimiento* 4 1

☐ Membership or *Afiliación ó*
Initiation Fee / *Honorarios de Iniciación* _____ ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* 3-5-13 Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante* _____

No. _____ 412

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* JUAN MANUEL GERENA
Address / *Direccion* 885 WESTCHESTE AVE BRONX NY.
Firm / *Taller* CHARLES PERRELLA INC Hired / *Comienzo de empleo* Nov 65
Occupation / *Oficio* JEWELRY INSPECTOR Wage / *Salario* 2/30 hr
Social Security Acc. / *Nu. de Seguro Social* 583-03-0992 Date of Birth / *Fecha de Nacimiento* 12-30 47

☐ Membership or *Afiliación ó*
Initiation Fee / *Honorarios de Iniciación* _____ ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* 3 6 13 Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante* Juan Manuel Gerena

---

No. _____ 412

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* Paul Maniatis
Address / *Direccion* 176 STERLYNG PL BROOKLYN N.Y.
Firm / *Taller* CHARLES PERRELLA Hired / *Comienzo de empleo* 3-1912
Occupation / *Oficio* JEWELER Wage / *Salario* $ 160 PER WEEK
Social Security Acc. / *Nu. de Seguro Social* 109-45-3063 Date of Birth / *Fecha de Nacimiento* 4-5-31

☐ Membership or *Afiliación ó*
Initiation Fee / *Honorarios de Iniciación* _____ ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* 3-5-13 Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante* Paul Maniatis

Paul Maniatis

No. _____ 413

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* Anthony Mason
Address / *Direccion* 10 Hubbard Street, Pawtucket
Firm / *Taller* Charles Perella Hired / *Comienzo de empleo* 1/1/73
Occupation / *Oficio* Polisher Wage / *Salario* ~~$1.25~~ $1.25 hr.
Social Security Acc. / *Nu. de Seguro Social* 131-52-7561 Date of Birth / *Fecha de Nacimiento* 12 August 1942

Initiation Fee / *Honorarios de Iniciación* ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* For / *Para*

Dated / *Fecha* 3-5-73 Received by / *Recibido por*

Signature of Applicant / *Signatura del Aplicante* Anthony Mason

---

No. _____ 413

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* Sabastio Palmeira
Address / *Direccion* 41-16 214th St Queens Village NY
Firm / *Taller* Charles Perella Inc Hired / *Comienzo de empleo* 4/16/66
Occupation / *Oficio* Jewels Wage / *Salario* 2.50 hr.
Social Security Acc. / *Nu. de Seguro Social* 054-34-6192 Date of Birth / *Fecha de Nacimiento* 4/1/42

Initiation Fee / *Honorarios de Iniciación* ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* For / *Para*

Dated / *Fecha* 3-6-73 Received by / *Recibido por*

Signature of Applicant / *Signatura del Aplicante* Sabastio Palmeira

---

No _____ 413

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* EDWIN PADILLA
Address / *Direccion* 41-15-73 ST WOODSIDE 11377 N.Y.
Firm / *Taller* CHARLES PERELLA Hired / *Comienzo de empleo* 2/7/61
Occupation / *Oficio* JEWELER Wage / *Salario* 4.00
Social Security Acc. / *Nu. de Seguro Social* 005-46-0548 Date of Birth / *Fecha de Nacimiento* 5/11/43

Initiation Fee / *Honorarios de Iniciación* ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* For / *Para*

Dated / *Fecha* 3/5/73 Received by / *Recibido por*

Signature of Applicant _____

No. _____ 413

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* Vocelus Petrels
Address / *Direccion* 642 E 5 ST BROOKLYN NY
Firm / *Taller* CHARLES PERELLA Hired / *Comienzo de empleo* 12-26-67
Occupation / *Oficio* POLISHER Wage / *Salario* $180 PER A WEEK
Social Security Acc. / *Nu. de Seguro Social* 090-44-4460 Date of Birth / *Fecha de Nacimiento* 12-25-35

Initiation Fee / *Honorarios de Iniciación* ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* For / *Para*

Dated / *Fecha* 3-5-73 Received by / *Recibido por*

Signature of Applicant / *Signatura del Aplicante* Vocelus Petrels

Vocelus Petrels

190

No. _____ 413

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* Edgardo Rivera
Address / *Direccion* 1761 Spofford Ave
Firm / *Taller* CHARLES PERRELLA Hired / *Comienzo de empleo* Sept 8, 1969
Occupation / *Oficio* WASH + PLATE Wage / *Salario* 110.00 Guar
Social Security Acc. / *Nu. de Seguro Social* 091-42-7171 Date of Birth / *Fecha de Nacimiento* 7-27-50

Initiation Fee / *Honorarios de Iniciación* _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* 3-5-73 Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante* Edgardo Rivera

---

No _____ 413

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* EDARDO A. RIVERA
Address / *Direccion* 1301 WILKINS AVE, BRONX, N.Y.
Firm / *Taller* CHARLES PERRELLA Hired / *Comienzo de empleo* Feb 1972
Occupation / *Oficio* ~~POLISHER~~ LABOR Wage / *Salario* 2.50 per hr
Social Security Acc. / *Nu. de Seguro Social* 532-35-2405 Date of Birth / *Fecha de Nacimiento* 2-14-33

Initiation Fee _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* _____ Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante* Edgardo A. Rivera

---

No. _____ 413

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* JOSE RODRIGUEZ
Address / *Direccion* 2351 WEST ST BKLYN NY
Firm / *Taller* CHARLES PERRELLA Hired / *Comienzo de empleo* 1972
Occupation / *Oficio* JEWELRY Wage / *Salario* ?
Social Security Acc. / *Nu. de Seguro Social* 047-32-0324 Date of Birth / *Fecha de Nacimiento* 4/25/53

Initiation Fee _____ ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* ~~3-1-73~~ 3-1-73 Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante* Jose Rodriguez

---

No. _____ 413

AMALGAMATED JEWELRY, DIAMOND & WATCHCASE WORKERS UNION
Local No. 1, I.J.W.U. (AFL-CIO)

APPLICATION FOR MEMBERSHIP
Aplicación Para Afilación

Name / *Nombre* GERARDO SEMERARO
Address / *Direccion* 16 11 E 15 ST BROOKLYN
Firm / *Taller* CHARLES PERRELLA BROS Hired / *Comienzo de empleo* 1964
Occupation / *Oficio* POLISHER Wage / *Salario* 190
Social Security Acc. / *Nu. de Seguro Social* 103-40-1147 Date of Birth / *Fecha de Nacimiento* 2/12 1930

Initiation Fee 140 ☐ Membership or *Afiliación ó* ☐ Reinstatement / *Reinstalación* Dues $ / *Cuotas* _____ For / *Para* _____

Dated / *Fecha* 3-5-73 Received by / *Recibido por* _____

Signature of Applicant / *Signatura del Aplicante* G Semeraro

190-A

191

BOARD EXHIBIT 1-A

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

Form Approved
Budget Bureau No. 64-R012.1

PETITION

DO NOT WRITE IN THIS SPACE

CASE NO. 2-RC-11477

DATE FILED 3/12/73

INSTRUCTIONS.—Submit an original and four (4) copies of this Petition to the NLRB Regional Office in the Region in which the employer concerned is located.
If more space is required for any one item, attach additional sheets, numbering item accordingly.

The Petitioner alleges that the following circumstances exist and requests that the National Labor Relations Board proceed under its proper authority pursuant to Section 9 of the National Labor Relations Act.

1. Purpose of this Petition (If box RC, RM, or RD is checked and a charge under Section 8(b)(7) of the Act has been filed involving the Employer named herein, the statement following the description of the type of petition shall not be deemed made.)

(Check one)

- [X] RC-CERTIFICATION OF REPRESENTATIVE—A substantial number of employees wish to be represented for purposes of collective bargaining by Petitioner and Petitioner desires to be certified as representative of the employees.
- [ ] RM-REPRESENTATION (EMPLOYER PETITION)—One or more individuals or labor organizations have presented a claim to Petitioner to be recognized as the representative of employees of Petitioner.
- [ ] RD-DECERTIFICATION—A substantial number of employees assert that the certified or currently recognized bargaining representative is no longer their representative.
- [ ] UD-WITHDRAWAL OF UNION SHOP AUTHORITY—Thirty percent (30%) or more of employees in a bargaining unit covered by an agreement between their employer and a labor organization desire that such authority be rescinded.
- [ ] UC-UNIT CLARIFICATION—A labor organization is currently recognized by employer, but petitioner seeks clarification of placement of certain employees. (Check one) [ ] In unit not previously certified [ ] In unit previously certified in Case No. _____.
- [ ] AC-AMENDMENT OF CERTIFICATION—Petitioner seeks amendment of certification issued in Case No. _____.

Attach statement describing the specific amendment sought.

2. NAME OF EMPLOYER: Charles Perrella Ring Co., dba P & K Jewelry Co., Inc. and Gemco
EMPLOYER REPRESENTATIVE TO CONTACT: Gerald Katz & Charles Perrella
PHONE NO: 757-5232

3. ADDRESS(ES) OF ESTABLISHMENT(S) INVOLVED (Street and number, city, State, and ZIP Code): 62 West 47th Street, New York, N.Y. 10036

4a. TYPE OF ESTABLISHMENT (Factory, mine, wholesaler, etc.): Factory

4b. IDENTIFY PRINCIPAL PRODUCT OR SERVICE: Gold Jewelry

5. Unit Involved (In UC petition, describe PRESENT bargaining unit and attach description of proposed clarification.)

Included: All production employees.

Excluded: Guards, Supervisors, Office Clerical as defined in the Act.

6a. NUMBER OF EMPLOYEES IN UNIT
PRESENT 24
PROPOSED (BY UC/AC)

6b. IS THIS PETITION SUPPORTED BY 30% OR MORE OF THE EMPLOYEES IN THE UNIT?* [X] YES [ ] NO
*Not applicable to RM, UC, and AC

(If you have checked box RC in 1 above, check and complete EITHER item 7a or 7b, whichever is applicable)

7a. [X] Request for recognition as Bargaining Representative was made on 3/9/73 (Month, day, year) and Employer declined recognition on or about 3/9/73 (Month, day, year) (If no reply received, so state)

7b. [ ] Petitioner is currently recognized as Bargaining Representative and desires certification under the act.

8. Recognized or Certified Bargaining Agent (If there is none, so state)
NAME
AFFILIATION
ADDRESS
DATE OF RECOGNITION OR CERTIFICATION

9. DATE OF EXPIRATION OF CURRENT CONTRACT, IF ANY (Show month, day, and year)

10. IF YOU HAVE CHECKED BOX UD IN 1 ABOVE, SHOW HERE THE DATE OF EXECUTION OF AGREEMENT GRANTING UNION SHOP (Month, day, and year)

11a. IS THERE NOW A STRIKE OR PICKETING AT THE EMPLOYER'S ESTABLISHMENT(S) INVOLVED? YES ..... NO X

11b. IF SO, APPROXIMATELY HOW MANY EMPLOYEES ARE PARTICIPATING?

11c. THE EMPLOYER HAS BEEN PICKETED BY OR ON BEHALF OF ..... (Insert name) A LABOR ORGANIZATION, OF ..... (Insert address) SINCE ..... (Month, day, year)

12. ORGANIZATIONS OR INDIVIDUALS OTHER THAN PETITIONER (AND OTHER THAN THOSE NAMED IN ITEMS 8 AND 11c), WHICH HAVE CLAIMED RECOGNITION AS REPRESENTATIVES AND OTHER ORGANIZATIONS AND INDIVIDUALS KNOWN TO HAVE A REPRESENTATIVE INTEREST IN ANY EMPLOYEES IN THE UNIT DESCRIBED IN ITEM 5 ABOVE (IF NONE, SO STATE)

NAME	AFFILIATION	ADDRESS	DATE OF CLAIM (Required only if Petition is filed by Employer)

I declare that I have read the above petition and that the statements therein are true to the best of my knowledge and belief.

Amalgamated Jewelry, Diamond and Watchcase Workers Union, Local No. 1, IJWD, AFL-CIO
(Petitioner and affiliation, if any)

By ..... (Signature of representative or person filing petition) Secretary-Treasurer (Title, if any)

Address 133 West 44th St., New York, N.Y. 10036 (Street and number, city, State, and ZIP Code) CI 6-2335 (Telephone number)

WILLFULLY FALSE STATEMENT ON THIS PETITION CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

BIA-D BI-Q

GPO 696-179

BOARD EXHIBIT 1-B

FORM NLRB-4477
(11-63)

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

CHARLES PERRELLA AND GERALD KATZ, CO-PARTNERS, d/b/a CHARLES PERRELLA RING COMPANY 1/	Employer
and	
AMALGAMATED JEWELRY, DIAMOND AND WATCHCASE WORKERS UNION, LOCAL NO. 1, IJWU, AFL-CIO	Petitioner

CASE NO. 2-RC-16077

DECISION AND DIRECTION OF ELECTION

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before a hearing officer of the National Labor Relations Board. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed. 2/

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to the undersigned Regional Director.

Upon the entire record in this case, the Regional Director finds:

1. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein. 3/

2. The labor organization involved claim s to represent certain employees of the Employer. 4/

3. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c) (1) and Section 2(6) and(7) of the Act.

4. The following employees of the Employer constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act: 5/

All production employees employed by the Employer at 62 West 47th Street,New York, New York, including jewelers, polishers, lappers, washout room employees and setters, but excluding all other employees, including non-manufacturing inspectors, office clerical employees, guards, watchmen and supervisors as defined in the Act.

DIRECTION OF ELECTION

An election by secret ballot will be conducted by the undersigned Regional Director among the employees in the unit found appropriate at the time and place set forth in the notice of election to be issued subsequently, subject to the Board's Rules and Regulations. Eligible to vote are those in the unit who were employed during the payroll period immediately preceding the date below, including employees who did not work during that period because they were ill, on vacation, or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the designated payroll period and employees engaged in a strike who have been discharged for cause since the commencement thereof, and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced. 6/ Those eligible shall vote whether or not they desire to be represented for collective-bargaining purposes by Amalgamated Jewelry, Diamond and Watchcase Workers Union, Local No. 1, IJWU, AFL-CIO. 7/

Dated April 4, 1973

at New York, New York

Sidney Danielson

Sidney Danielson
Regional Director, Region 2
National Labor Relations Board
26 Federal Plaza, Room 3614
New York, New York 10007

1/The name of the Employer appears as corrected sua sponte.

2/The Hearing Officer properly denied the Employer's request to litigate the sufficiency and authenticity of the Petitioner's showing of interest, and properly referred the Employer's motion to dismiss the petition for the same reasons to the undersigned Regional Director. The sufficiency of a petitioner's showing of interest is an administrative matter not subject to litigation. O.D. Jennings and Company, 68 NLRB 516. The undersigned administratively is satisfied that the Petitioner's showing of interest is adequate. Moreover, the employees' preference respecting their choice of a bargaining representative can best be determined by a secret election. J.C. Hirschman Company, Inc., 106 NLRB 529, 530.

3/The Employer, a New York partnership located at 62 West 47th Street, New York, New York, is engaged in the manufacture, assembly, sale and distribution of ring mountings for the jewelry industry. During the past calender year, the Employer's gross revenues exceeded $50,000, and during the same period the Employer shipped more than $50,000 worth of ring mountings directly to firms located outside New York State. On the basis of the record, I find that the Employer is engaged in commerce within the meaning of the Act.

FOOTNOTES CONTINUED ON PAGE 2

FOOTNOTES CONTINUED

4/The Employer refused to stipulate that the Petitioner is a labor organization within the meaning of the Act. As the record shows that the Petitioner exists for the purpose of dealing with employers concerning wages, hours, and other terms and conditions of employment, the undersigned finds it to be a labor organization within the meaning of Section 2(5) of the Act.

5/The unit is in accord with the stipulation of the parties.

6/In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses which may be used to communicate with them. Excelsior Underwear, Inc., 156 NLRB 1236; N.L.R.B. v. Wyman-Gordon Company, 394 U.S. 759. Accordingly, it hereby is directed that an election eligibility list, containing the names and addresses of all the eligible voters, must be filed with the Regional Director Region 2 within 7 days of the date of this Decision and Direction of Election. In order to be timely filed, such list must be received in the Regional Office, Federal Building, 26 Federal Plaza, Room 3614, New York, New York 10007, on or before April 11, 1973. The Regional Director will make the list available to all parties to the election. No extension of time to file this list will be granted except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the filing of such list. Failure to comply with this requirement shall be grounds for setting aside the election whenever proper objections are filed.

7/Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this decision may be filed withthe Board in Washington, D.C. This request must be received by the Board in Washington by April 17, 1973.

BOARD EXHIBIT 1-D

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

----------x

CHARLES PERRELLA AND GERALD KATZ CO., PARTNERS d/b/a/ CHARLES PERRELLA RING CO.,

Employer,

-and-

Case No. 2 RC 16077

AMALGAMATED JEWELRY, DIAMOND AND WATCHCASE WORKERS UNION, LOCAL NO. 1, I.J.W.U., AFL-CIO,

Petitioner.

----------x

To: The Regional Director of Region 2

OBJECTIONS TO THE CONDUCT OF THE ELECTION AND TO CONDUCT AFFECTING THE RESULTS OF THE ELECTION

Petitioner, Local No. 1 by its attorneys, STURM and PERL, hereby objects to the conduct of the election and to conduct affecting the results of the election held by the Board on the first day of May, 1973, on the following grounds:

(1) The Employer, through its agents and servants, polled its employees on or about March 9, 1973 as to whether or not they had signed union authorization cards.

(2) Since on or about March 9, 1973, the Employer, through its agents and servants, promised benefits and rewards to the workers if they would vote against the Union. In addition, since on or about April 20, 1973, every employee was given an increase in wages. On or about the week of April 23, 1973, the employees received from the employer the attached leaflet in the

mail at home. The leaflet speaks for itself.

(3) Since on or about March 9, 1973 the Employer, through its agents and servants, threatened the employees with the loss of benefits which they presently had or would otherwise receive unless they voted against the Union.

(4) On May 1, 1973, the Employer, through its agents and servants required all the employees to attend a meeting during working hours within 24 hours of the election at which meeting he promised benefits to the employees if the Union should lose the election.

(5) Since on or about March 20, 1973 the Employer, through its agents and servants, terminated the employment and otherwise discriminated against Edgardo Rivera, because he was attempting to join and assist the Petitioner labor organization for the purpose of collective bargaining.

(6) Since on or about March 22, 1973 the Employer, through its agents and servants, threatened to discharge and otherwise discriminate against Raimundo Bonilla because he was attempting to join and assist the Petitioner labor organization for the purpose of collective bargaining.

(7) Since on or about March 28, 1973, the Employer, by its agents and servants discharged Jose Rodriguez, and otherwise discriminated against him because Rodriguez attempted to attend and give testimony under this Act during the representational hearing between the parties hereto.

(8) At all times material herein, the Petitioner labor organization has represented and continues to represent an uncoerced majority of the Employer's employees in a unit

appropriate for purposes of collective bargaining.

By reason of the above, Petitioner protests the conduct of the election and the conduct affecting the results of the election, and respectfully requests that the election be set aside; and the Union be certified as the collective bargaining representative.

A copy of this document this date has been served upon the Employer herein by certified mail.

Dated: New York, May 4, 1973

Yours, etc.
Sturm and Perl
STURM AND PERL
Attorneys for the Union

ONLY COPY AVAILABLE

CHARLES PERRELLA RING CO.

MANUFACTURERS

FINE GOLD AND PLATINUM RINGS

62 WEST 47th STREET • NEW YORK, N. Y. 10036

CHARLES PERRELLA RING COMPANY WILL PROVIDE A BLUE CROSS AND BLUE SHIELD COVERAGE FOR ALL EMPLOYEES AND THEIR DEPENDANTS, WITH THE BEST POSSIBLE PLAN. 120 DAYS EXTENDED COVERAGE.

THE COMPANY GUARANTEES EACH AND EVERY EMPLOYEE HIGHER WAGES THAN THOSE PROVIDED FOR UNDER THE UNION WAGE SCHEDULE.

A VOTE FOR PERRELLA RING COMPANY IS YOUR BEST INSURANCE FOR A HAPPY AND PROSPEROUS FUTURE.

VOTE PERRELLA

VOTE PERRELLA

VOTE PERRELLA

VOTE PERRELLA

ONLY COPY AVAILABLE

RESPONDENT'S EXHIBIT NO. R-1

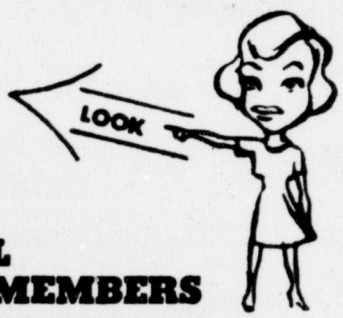
THE SUREST WAY TO FIGHT POVERTY!



MAKE THE BOSS PAY FOR IT!

$37.10 PER WEEK INCREASE FOR 35 HOURS WORK IN 24 MONTHS

$150.00 A MONTH PENSION



$7,500.00 LIFE INSURANCE

$50,000.00 MAJOR MEDICAL PROGRAM FOR MEMBERS

$50,000.00 MAJOR MEDICAL PROGRAM FOR EACH DEPENDENT

120 FULL DAYS COVERAGE IN HOSPITAL FOR MEMBERS AND EACH MEMBER'S DEPENDENT

ALL THIS IS PAID FOR BY THE BOSS!

THE ABOVE IS ONLY PART OF WHAT THE UNION HAS WON FOR LOCAL NO. 1 MEMBERS AND THEIR FAMILIES THROUGH A UNION CONTRACT

If you really want to get Higher Wages to have Job Security, enjoy all Union Benefits—

SIGN THE ATTACHED CARD TODAY AND GET YOUR SHOPMATES TO DO LIKEWISE

Remember . . . The longer you wait the more you lose . . . SO

JOIN NOW!

AMALGAMATED JEWELRY, DIAMOND and WATCHCASE WORKERS UNION, LOCAL NO. 1
I.J.W.U. (AFL-CIO) 133 West 44 Street, New York, N. Y.

ONLY COPY AVAILABLE

JOINT EXHIBIT NO. 1

HOURS WORKED BY JOSE RODRIGUES (JR), EDGARDO AIVERA (ER)

JR — FROM week Ending 3-13-73 back to JAN 69 for JR & Sept 1970 for ER. (which showing weeks under less than full work week was worked)

JR week ending	# of hrs	
3-13-73	31 3/4	
3-6	29 1/2	
2-13	30	
2-6	38 1/4	
1-30	18 3/4	
1-23	37 3/4	
1-16	32	
1-9	15 1/4	Day Absent
12-19-72	30 1/2	(Tues)
12-12	30 3/4	(Wed)
11-21	33 1/2	(~~ER~~)
11-14	29 1/2	(W)
11-7	23 1/4	(W-Th)
10-10	27 3/4	(M-Tu)
9-26	31 1/2	(M)
9-19	36 1/4	(M)
9-12	30 1/2	(W)
8-29	26 1/2	(M+Th)
8-22	36 1/4	
8-15	30 3/4	(Tu)
8-1	22 1/2	(M-Tu)
7-18	26 1/2	(M)

ER

week ending	# of hrs.	
3-6	31 1/2	
2-13	31 1/2	
2-8	31 1/2	
1-23	22 1/4	
1-9	15 3/4	
1-2	29 3/4	
12-12	19	(M, Tu)
12-5	37 1/2	
11-21	34 1/2	(M)
11-7	32 3/4	(M, Th)
10-10	15 3/4	(M, Tu W)
10-3	34 1/4	
9-26	30 3/4	(M)
9-19	37 3/4	
9-12	18	(W Th F)
9-5	33	(Tu)
8-29	34 1/2	
8-22	30 1/2	
8-8	29 1/2	(Tu)
8-1	31 1/2	(Tu)
7-25	26	(Th F)
7-18	37 3/4	

Note. ER had 45 hour work week because of 5 hours weekly of guaranteed overtime.

NATIONAL [illegible] BOARD

JT Ex 1

9/20/73

Date Witness Reporter

No. Pages

ONLY COPY AVAILABLE

	4c		45
	JR		ER
6-27-72	39 1/2	6-27	43 1/2
6-20-72	32	6-20	31
6-13-72	25 1/4	6-13	44
6-6-72	39 3/4	6-6	33 3/4
5-30-72	11 1/4	5-30	34 1/4
5-16-72	23 1/2	5-23	40 1/4
5-9-72	39 1/4	5-16	28 3/4
5-2-72	23 3/4	5-9	42 3/4
4-25-72	35 1/2	5-2	33 1/4
4-18-72	23 3/4	4-25	41
3-21-72	31 1/4	4-18	27 3/4
3-7-72	35 1/2	4-11	40 1/2
2-29-72	29 1/2	4-4	22 1/4
2-15-72	25 3/4	3-21	41
2-8-72	31 1/2	3-14	37
2-1-72	35 1/4	2-29	23 3/4
1-25-72	29 3/4	2-27	41 1/2
1-11-72	22 1/2	2-15	30 1/2
1-4-72	23 1/2	2-8	8
12-28-71	16	2-1	37 1/2
12-7-71	33 1/4	1-25	31 3/4
11-23-71	33 1/2	1-18	23 1/4
		1-11	23 3/4
		1-4	8
		12-28-71	24
		11-30-71	40 1/2
		11-23-71	24 1/4
		11-16-71	27 1/4

ONLY COPY AVAILABLE

	40 JR
11-9-71	27 3/4
11-2-71	33 3/4
10-12-71	36
10-5-71	30 1/2
9-28-71	31 3/4
9-21-71	36
9-14-71	22 3/4
9-7	37 1/2
8-31	32
8-24	38 3/4
8-17	31 1/2
8-10	35
8-3	22
7-27	30 1/2
7-20	21 3/4
6-29-71	36 3/4
6-22	30
6-15	28 1/2
6-8	29
5-25	24
5-18	21 1/4
5-4	21
4-27	30 3/4
4-13	31 1/4
3-30	22 1/2
3-16	30 1/2
3-9	22 3/4
3-2	32 1/2

(2)

	ER
11-9-71	28 1/2
11-2-71	18 3/4
10-26-71	41 3/4
10-19-71	32 1/2
10-12-71	7 1/4
10-5-71	38
9-28-71	39 1/2
9-21-71	36 1/4
9-14-71	31 1/4
9-7	41
8-31	42 1/2
8-24	37 1/2
8-17	37 1/4
8-3	39
7-20	25 3/4
6-29-71	34 1/2
6-22	40 3/4
6-15	33
6-8	38 3/4
6-1	34
5-18	41 1/4
5-11	36 3/4
5-4	42 3/4
4-27	36 3/4
4-13	36
3-9	38 1/2
3-2	38 1/2

ONLY COPY AVAILABLE

	JA 40
2-23-71	38 3/4
2-16-71	28 1/2
2-9-71	27 1/2
1-19-71	23
1-12-71	24
1-5-71	28
12-29-70	36
12-22	15 1/2
12-15	23 1/2
12-8	29
12-1	32
11-4	28 1/2
11-17	24
11-10	29 1/2
10-20	31 1/2
10-13	32 3/4
9-29	24 1/2
9-8	36 1/2
9-1	29
8-18	25
8-11	17
7-21	16 1/2
~~7-14~~	
6-16	16 1/2
5-16	25
4-21	32 1/2
3-31	33 1/2
2-10	32
2-3	31 1/2
1-27-70	30 1/2

(4)

	ER 45
2-23-71	37 1/2
2-16-71	42 1/2
1-26-71	41 1/4
1-19-71	36
1-5-71	34
12-15-70	34 3/4
12-1	43 1/2
11-17	41 3/4
11-10	36 1/2
10-27	26 1/4
10-13	40 1/4
10-6	36 1/2
9-22	43
9-8	38
9-1	35
8-25	41 3/4
8-11	34 1/2
8-4	9
7-28	38
7-21	34 1/2
6-30	33 1/2
6-16	34 1/2
6-2	35 1/2
5-19	30 1/2
4-21	28 1/2
3-17	39
3-10	43 1/2
3-3	41
2-24-70	41 1/2
2-10	34 1/2

ONLY COPY AVAILABLE

JR 40

1-19-70	31½
1-16-70	24½
12-30-69	32
12-16-69	29½
12-5	33
11-18	28
11-11	33½
10-28	34
9-30	33½
9-16	35½
9-2	39½
7-22	36½
7-15-69	32
6-17	33½
6-3	33½
5-20	34
5-13	33
5-6	32½
4-29	37½
4-22	25
4-8	25
2-11	24
1-28	33½
1-[illegible]7-69	33½

(5)

ER 45

2-3-70	42½
1-27	32
1-20	39½
1-13	7½
1-6-70	23½
12-30-69	33½
[illegible]	
12-2-69	43½
11-8	41
10-21	44½
9-9	44½

ONLY COPY AVAILABLE

Rates from Jan 1973 to Sept 30, 1973

	Week ending		1 Amt from per hr.	2 Amt to per hr.	3
1	2/27/73	Leah Bernat	3.-	3.15	
2	3/13	" "	3.15	3.29	
3	9/25	Jorge De Geta	4.-	4.50	
4	3/13	Vincenzo Giambertone	5.50	5.75	
5	4/17	" "	5.75	6.00	
6	5/1	" "	6.00	6.25	
7	7/17	" "	6.25	6.75	
8	4/17	Rafael Aragon	3.50	4.00	
9	4/3	Joseph Pieres	4.25	4.50	
10	4/17	" "	4.50	4.75	
11	4/17	Efrain Paraqua	4.00	4.50	
12	4/17	Anthony Mason	3.00	3.50	
13	8/28	" "	3.50	3.75	
14	4/17	Salvatore Palmieri	5.50	6.00	
15	4/17	Paul H. Maniatis	4.00	4.50	
16	9/4	" "	4.50	5.00	
17	4/17	Eduardo A. Rivera	5.00	5.25	
18	3/13	Nonagis Ephrem	6.50	6.75	
19	4/17	" "	6.75	7.00	
20	3/13	Antonio Longobardi	4.50	4.75	
21	4/17	" "	4.75	5.00	
22	3/13	Kyriakos Somos	6.25	6.50	
23	4/17	" "	6.50	6.75	
24	4/17	Georgios Sakarellos	4.75	5.25	
25	3/13	Nonito Espina	6.00	6.25	
26	4/17	" "	6.25	6.50	
27	8/28	" "	6.50	7.00	
28	4/17	Joseph De Clemente	5.25	5.75	
29	4/17	Rodolfo Espinoza	4.25	4.75	
30	4/17	Vasilios Petrides	4.50	5.00	
31	4/17	Nestor Gil	4.50	5.00	
32					
33					
34					
35					

ONLY COPY AVAILABLE

JOINT EXHIBIT NO. 3

CHARLES PERRELLA RING CO.

HOURS WORKED PER WEEK FROM 1/1/73 TO 3/20/73

		1	2	3	4	5
		W/E 1/2/73	W/E 1/9/73	W/E 1/16/73	W/E 1/23/73	W/E 1/30/73
1	Edgardo Rivera	21 3/4	15 3/4	42 1/2	22 3/4	39 1/2
2	Raimundo Perella		39	38 3/4	38 1/2	31 1/2
3	Nestor Gil	32 3/4	39 1/2	39 1/4	39 1/2	40
4	Efrain Paraqua	25			17	48 1/2
5	Vasilios Petridis	38 3/4	45 1/4	53 1/2	49	50
6	Joseph Pericus	35 1/2	25 1/2	42	41 3/4	48 1/2
7	Rodolfo Espinoza	32	38 1/2	38	35	44 1/2
8	Joseph De Clemente	35 1/2	42	34	42	48 1/2
9	Louis Espina	31 1/2	32	41 3/4	41 1/2	47
10	Vengenzo Gambatese	27 1/2	26 1/4	28	28	38 1/2
11	Rafael Aragon	35 1/2	42	44	42	48 1/2
12	Giorgio Sabatelli	34 3/4	41 3/4	46 3/4	44 3/4	48 1/2
13	Rafaelo Sosa	19 1/2	8 1/4	22	35 1/2	46 1/4
14	Esteiaek Roa	33 1/2	39 1/2	37	39 1/4	42
15	Eduardo A. Rivera	34 1/2	41 3/4	42	42	42
16	Antonio Lingatardi	32 3/4	38 1/2	39	39	44 1/2
17	Horacio Epren	35 1/2	42	42	42	42
18	Paul Mantalis	35 1/4	42	42	42	48
19	Leonard Zurci	29				
20	Philip Pollard	8	34 1/2			
21	Steven Theodore	34 3/4	40 1/2	25		
22	Lead Barnet					
23	Jose Rodrigues		15 1/4	32	37 3/4	15 3/4
24	Anthony Mason			39 1/2	33 3/4	44 1/2
25	Julio Di Cardia			45 3/4	33	39
26	Salvatore Palmieri			15 1/4	39 1/4	39 1/4
27	Humberto Bravo					
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						
38						
39						
40						

HOLIDAY

BUS

JOINT EXHIBIT NO. 3
CASE NO. 2-CA-12970
2-RC-16077

ONLY COPY AVAILABLE

6	7	8	9	10	11	12	13	14
W/E 2/6/73	W/E 2/13/73	W/E 2/20/73	W/E 2/27/73	W/E 3/6/73	W/E 3/13/73	W/E 3/20/73		
34 1/2	31 1/2	44 1/4	41 3/4	31 1/2	39	39		
31 1/2	30 1/4	38 1/2	47 1/2	35	40 3/4	40 1/4		
46 1/2	45 3/4	35 3/4	46 1/4	45 1/4	34 3/4	45 1/2		
48	48 1/2	41 1/2	41 3/4	47	41 1/2	48 1/2		
47 3/4	52	41 3/4	41	48	40 3/4	38 1/4		
47	15 1/2							
43 1/2	43	39	45	43 3/4	38 1/4	37 1/2		
46 1/4	42	41 1/2	42	48 1/2	42	42		
46 1/2	47 1/2	40 1/2	44	47 3/4	47 1/4	46 1/4		
39 3/4	39	35 1/2	33 3/4	30 3/4	40 1/2	35 1/2		
48	48	41 1/2	42	48 1/2	41 1/2	42		
43 1/2	40 1/2	40 1/2	47	47	40 1/2	48 1/4		
39	44 1/2	39	45 1/4	44 1/4	43 1/2	46 1/2		
43 1/2	48 1/2	25	47 1/2	44 1/4	48 1/2	48 3/4		
44	46 1/2	41	42	41 1/2	41 1/2	42		
34 1/2	36 1/2	37 1/4	30 3/4	33	37 1/2	37		
44 1/2	48 1/2	41 1/2	43 3/4	48 1/2	48 1/2	48 1/2		
47 3/4	23	8 1/2	55	48 1/2	41 1/2	41 1/2		
38 1/2	30	40	40	25 1/2	31 3/4	40		
35 3/4	45	25 1/2	48	48 3/4	42	42		
39 1/2	40 1/2	35 1/4	38	37				
31 1/2	38	37 3/4	30 3/4	39	38 3/4	38 3/4		
	16 1/2	36	22 1/2	15 1/4	16 1/4	36 1/4		

United States Court of Appeals

FOR THE SECOND CIRCUIT

NATIONAL LABOR RELATIONS BOARD,

Petitioner,

v.

CHARLES PERRELLA AND GERALD KATZ, CO-PARTNERS, d/b/a CHARLES PERRELLA RING COMPANY,

Respondent.

Case No. 74-2385

CERTIFICATE OF SERVICE

I hereby certify that I have served by hand (by mail) two copies of the APPENDIX in the above-entitled case, on the following counsel of record, this 13 day of Feb 1976

Hugh B. Husband, Jr., Esquire
Main Street
Bridgehampton, New York 11932

ELLIOTT MOORE,
Deputy Associate Genral Counsel,
National Labor Relations Board.
Washington, D.C. 20570

ABS DUPLICATORS, INC.

Jack Crowley

1732 Eye Street, N.W.
Washington, D.C. 20006
Telephone: 298-5537